

Title IX. Of Lease (Art. 2668 - 2777)

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TITLE IX—OF LEASE

ART. 2668. The contract of lease or letting out (besides the rules in which it is subject in common with other agreements, and which are explained under the title: *Of Conventional Obligations*) is governed by certain particular rules, which are the subject of the present title.

RCC—1778.

RCC 1870, Art. 2668.

(Same as Art. 2668 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2638.

(Projet, p. 319. Addition ‡ adopted; no comment)

The contract of lease or letting out, besides the rules to which it is subject in common with other agreements, and which are explained under the title of *conventional obligations*, is governed by certain particular rules, which are the subject of the present title.

Le contrat de louage, outre les règles auxquelles il est assujetti, comme les autres conventions, et qui sont expliquées au titre des *obligations conventionnelles*, est soumis à quelques règles particulières qui font l'objet du présent titre.

CC 1808, p. 372, Art. 8, sentence 2.

The manner of proving the validity of such contract is agreeably to the rules provided in the title of *contracts and conventional obligations in general*.

p. 373, Art. 8, par. 2.

La preuve de ces contrats se fait, conformément aux règles prescrites au titre des *contrats, et des obligations conventionnelles en général*.

CN 1804. No corresponding article.

Chapter 1—OF THE NATURE OF THE CONTRACT OF LEASE
AND OF ITS SEVERAL KINDS

ART. 2669. *Lease or hire* is a synallagmatic contract, to which consent alone is sufficient, and by which one party gives to the other the enjoyment of a thing, or his labor, at a fixed price.

RCC—533, 1761, 1765, 1766, 1768, 1771, 1803, 2670 *et seq.*, 2926, 2929, 3485, 3514. Acts 1938, No. 205.

RCC 1870, Art. 2669.

Same as above.

CC 1825, Art. 2639.

(Projet, p. 319. Addition adopted; no comment)

Same as above.

Le louage est un contrat synallagmatique, qui se forme par le seul consentement, et par lequel une partie donne à l'autre la jouissance d'une chose, ou son travail, moyennant un certain prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2670. To the contract of lease, as to that of sale, three things are absolutely necessary, to wit: the thing, the price, and the consent.

RCC—1766, 1797, 1819, 2669, 2671.

Art. 2671

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RCC 1870, Art. 2670.

(Same as Art. 2670 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2640.

(Projet, p. 319. Addition adopted; no comment)

To this contract, as to that of sale, three things are absolutely necessary, to wit: the thing, the price, and the consent.

Pour le louage, comme pour la vente, trois choses sont essentiellement nécessaires, savoir: la chose, le prix et le consentement.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2671. The price should be certain and determinate, and should consist of money. However, it may consist in a certain quantity of commodities, or even in a portion of the fruits yielded by the thing leased.

RCC—1764, 2464, 2465, 2670, 2672. Acts 1908, No. 211 (as am. by 1934, No. 45); 1906, No. 100.

RCC 1870, Art. 2671.

(Same as Art. 2671 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2641.

(Projet, p. 319. Addition adopted; no comment)

The price should be certain and determinate, and should consist of money. However, it may consist in a certain quantity of commodities, or even in a portion of the fruits yielded by the thing hired.

Le prix doit être certain et déterminé, et consister en argent. Néanmoins, il peut consister en une certaine quantité de denrées, et même en une portion des fruits que produit la chose louée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2672. The price, notwithstanding, may be left to the award of a third person named and determined, and then the contract includes the condition that this person shall fix the price; and if he can not or will not do it, there is no lease.

The contract would be null if the price were left to be fixed by a person not designated.

RCC—2465, 2671, 2675, 3099.

RCC 1870, Art. 2672.

(Same as Art. 2672 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2642.

(Projet, p. 320. Addition adopted; no comment)

The price, notwithstanding, may be left to the award of a third person named and determined, and then the contract includes the condition that this person shall fix the price; and if he can not or will not do it, there is no hiring.

Le prix peut cependant être laissé à l'arbitrage d'un tiers désigné et déterminé; et alors le contrat est subordonné à la condition que cette personne fera la fixation, en sorte que si elle ne veut ou ne peut la faire, il n'y a point de bail.

Par. 2 same as par. 2, above; but comma (,) after "null."

Le contrat serait nul, si le prix était laissé à l'arbitrage d'une personne indéterminée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2673. There are two species of contracts of lease, to wit:

1. The letting out of things.
2. The letting out of labor or industry.

RCC—1766, 1768, 1774, 2674, 2745.

RCC 1870, Art. 2673. (Same as Art. 2673 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2643. (No reference in Projet)

There are two species of contracts of letting and hiring, to wit: Il y a deux sortes de contrats de louage, savoir:

Subds. 1, 2 same as subds. 1, 2, above; but semicolon (;) after "things." Le louage des choses;
Le louage d'ouvrage.

CC 1808, p. 372, Art. 1.

There are two species of contract respecting the letting out of things, to wit: 1st. The letting out of things; 2d. The letting out of labour or industry.

-p. 373, Art. 1.

Pars. 1, 2 same as pars. 1, 2, above.
Et le louage d'ouvrage.

CN 1804, Art. 1708.

There are two species of contracts of lease:

That of things,

And that of labor or industry.

Il y a deux sortes de contrats de louage:

Celui des choses,

Et celui d'ouvrage.

ART. 2674. To let out a thing is a contract by which one of the parties binds himself to grant to the other the enjoyment of a thing during a certain time, for a certain stipulated price which the other binds himself to pay him.

RCC—533, 1884, 1925, 2669, 2673, 2676 *et seq.*, 2730, 2780, 2894, 2923, 3510.

RCC 1870, Art. 2674. (Same as Art. 2674 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2644. (No reference in Projet)

To let a thing out is a contract by which one of the parties binds himself to grant to the other the enjoyment of a thing during a certain time, for a certain stipulated rent or hire which the other binds himself to pay him.

Le louage des choses est un contrat par lequel l'une des parties s'oblige à faire jouir l'autre d'une chose, pendant un certain temps, et moyennant un certain prix que l'autre s'oblige à payer.

CC 1808, p. 372, Art. 2.

To let a thing out is a contract by which one of the parties binds himself to grant to the other the enjoyment of a thing during a certain time for a certain stipulated rent or hire to be paid to him.

-p. 373, Art. 2.

Le louage des choses, est un contrat par lequel l'une des parties s'oblige à faire jouir l'autre d'une chose pendant un certain tems, moyennant un certain prix que l'autre s'oblige à payer.

CN 1804, Art. 1709.

Same as above; RCC 1870 preferred.

Le louage des choses est un contrat par lequel l'une des parties s'oblige à faire jouir l'autre d'une chose pendant un certain temps, et moyennant un certain prix que celle-ci s'oblige de lui payer.

ART. 2675. To let out labor or industry is a contract by which one of the parties binds himself to do something for the other, in consideration of a certain price agreed on by them both.

RCC—163, 164, 1824, 1896, 1926, 2745, 2746 *et seq.*, 2751 *et seq.*, 2756 *et seq.*, 2672, 2894, 2991.

RCC 1870, Art. 2675.

Same as above.

CC 1825, Art. 2645.

Same as above.

(No reference in Projet)

Le louage d'ouvrage est un contrat par lequel l'une des parties s'engage à faire quelque chose pour l'autre, moyennant un prix convenu entr'elles.

CC 1808, p. 372, Art. 3.*

Same as above; but no punctuation after "other."

-p. 373, Art. 3.

Same as above; but comma (,) after "d'ouvrage."

CN 1804, Art. 1710.

Same as above.

Same as above; but no punctuation after "d'ouvrage."

*Official edition reads "Art. 4."

Chapter 2—OF LETTING OUT THINGS

Section 1—GENERAL PROVISIONS

ART. 2676. The letting out of things is of two kinds, to wit:

1. The letting out houses and movables.
2. The letting out predial or country estates.*

RCC—2674, 2677 *et seq.*

RCC 1870, Art. 2676.

Same as above.

CC 1825, Art. 2646.

Same as above; but semicolon (;) after "movables."

(Projet, p. 320. Amendment † adopted; no comment)

Le louage des choses se divise en deux espèces, savoir:

Le louage des maisons et des meubles qu'on appelle *bail à loyer*;

Le louage des biens ruraux qu'on appelle *bail à ferme*.*

CC 1808, p. 372, Art. 4.

The letting out of things may be thus distinguished,

1st. Letting out houses, and movables:

2d. Letting out praedial or country estates.*

-p. 373, Art. 4.

Le louage des choses se divise en deux espèces principales, savoir:

Par. 2 same as par. 2, above; but comma (,) after "meubles."

Et le louage des héritages ruraux, ou des biens de campagne, qu'on appelle *bail à ferme*.*

CN 1804, Art. 1711, pars. 1-4.

These two modes of letting out are also subdivided into several special kinds;

The letting out of houses and that of movables is called a *lease for rent*;

The letting out of predial estates, a *farming lease*;

The letting out of labor or of service, *wages*;

Ces deux genres de louage se subdivisent encore en plusieurs espèces particulières:

On appelle *bail à loyer*, le louage des maisons et celui des meubles;

Bail à ferme celui des héritages ruraux;

Loyer, le louage du travail ou du service;

*Note that English text is an incomplete translation of French text; subds. 1, 2 should be: "1. The letting out of houses and movables, which is called a *lease for rent*; 2. The letting out of predial or country estates, which is called a *farming lease*."

ART. 2677. He who grants a lease is called the *owner* or *lessor*. He to whom a lease is made is called the *lessee* or *tenant*.*

RCC—2676.

RCC 1870, Art. 2677.

Same as above.

CC 1825, Art. 2647. (Projet, p. 320. Addition ‡ adopted; no comment)

Same as above; but comma (,) after “made.”

Celui qui donne à loyer, s'appelle *propriétaire, locateur ou bailleur*;

Celui qui prend à loyer, s'appelle le *preneur* ou le *locataire*, et si c'est un bien rural, le *fermier*.*

CC 1808, p. 372, Art. 6.

In letting out things the person who lets out the thing to another is called the proprietor or lesser [lessor], and the person who takes a thing or [on] a lease is called the lessee.

In letting out houses the person who takes the house on a lease is called the tenant, and in letting out praedial estate the lessee is usually called the farmer. (Suppressed on recommendation of redactors; see comment, Projet, p. 320)

-p. 373, Art. 6.

Dans le louage des choses, celui qui donne la chose à loyer ou à ferme à l'autre, s'appelle le propriétaire ou *bailleur*;

Celui qui prend la chose à loyer ou à ferme, s'appelle le *preneur*;

Dans le bail à loyer en particulier, le preneur s'appelle le *locataire*, et dans le bail à ferme il s'appelle le *fermier*. (Suppressed on recommendation of redactors; see comment, Projet, p. 320)

CN 1804. No corresponding article.

*English translation of French text incomplete; should include “and, if it is a country estate, the *farmer*.”

ART. 2678. All corporeal things are susceptible of being let out, movable as well as immovable, excepting those which can not be used without being destroyed by that very use.

RCC—646 *et seq.*, 755 *et seq.*, 1891, 2679.

RCC 1870, Art. 2678.

Same as above.

CC 1825, Art. 2648.

(Projet, p. 320. Amendment adopted; no comment)

Same as above.

On peut louer toutes les choses corporelles, meubles ou immeubles, excepté celles qui se consomment par l'usage qu'on en fait.

CC 1808, p. 372, Art. 7.

All things are susceptible of being let out, moveable as well as immoveable things, excepting those which cannot be used without being destroyed by that very use.

-p. 373, Art. 7.

On peut louer toutes sortes de biens meubles et immeubles, excepté ceux qui se consomment par l'usage seul qu'on en fait.

CN 1804, Art. 1713.

All things are susceptible of being let out, movable as well as immovable things.

On peut louer toutes sortes de biens meubles ou immeubles.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 6.

Same as CC 1808, p. 372, Art. 7, above.

On peut louer toute sorte de biens, meubles et immeubles,

Excepté ceux qui se consomment par l'usage seul qu'on en fait.

ART. 2679. Certain incorporeal things may also be let out, such as a right of toll, and the like; but there are some which can not be the object of hire, such as a credit.

RCC—460, 1884, 1885, 2678, 2680.

RCC 1870, Art. 2679.

Same as above.

CC 1825, Art. 2649.

Same as above.

(Projet, p. 320. Addition adopted; no comment)

On peut louer aussi certaines choses incorporelles, comme un droit de péage ou autres semblables. Mais il en est qui ne pourraient être l'objet du louage; telle serait une créance.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2680. A right of servitude can not be leased separately from the property to which it is annexed.

RCC—646 *et seq.*, 755 *et seq.*, 1891, 2679.

RCC 1870, Art. 2680.

Same as above.

(Same as Art. 2680 of Proposed Revision of 1869)

CC 1825, Art. 2650.

A right of service cannot be leased separately from the property to which it is annexed.

(Projet, p. 320. Addition † adopted; no comment)

On ne peut louer un droit de servitude séparément de l'héritage auquel il est attaché.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2681. He who possesses a thing belonging to another, may let it to a third person, but he can not let it for any other use than that to which it is usually applied.

RCC—555, 561, 1889, 2375, 2682, 2730.

RCC 1870, Art. 2681.

Same as above.

CC 1825, Art. 2651.

Same as above.

(Projet, p. 320. Addition adopted; no comment)

Celui qui est possesseur de la chose d'autrui, peut la louer ou affermer à un autre. Mais il ne peut la louer pour un autre usage que celui pour lequel elle a coutume de servir.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2682. He who lets out the property of another, warrants the enjoyment of it against the claim of the owner.

RCC—556, 1889, 2476, 2500 *et seq.*, 2624, 2681, 2692, 2696. Acts 1888, No. 96 (as am. by 1894, No. 23; 1900, No. 52; 1908, No. 313; 1918, No. 49; 1926, No. 55; 1936, No. 200).

RCC 1870, Art. 2682.

Same as above.

CC 1825, Art. 2652.

Same as above.

(Projet, p. 321. Addition adopted; no comment)

Celui qui a loué la chose d'autrui, est obligé à la garantie envers le preneur, si celui-ci est empêché dans sa jouissance par la revendication du propriétaire.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2683. Leases may be made either by written or verbal contract.

RCC—1797, 2684 *et seq.*, 2741. RS—2164.

RCC 1870, Art. 2683.

Same as above.

CC 1825, Art. 2653.

Same as above.

(No reference in Projet)

Les baux peuvent être faits par écrit ou verbalement.

CC 1808, p. 372, Art. 8, sentence 1.

Same as above.

-p. 373, Art. 8, par. 1.

Same as above; but comma (,) after "faits."

CN 1804, Art. 1714.

Same as above.

On peut louer ou par écrit, ou verbalement.

ART. 2684. The duration and the conditions of leases are generally regulated by contract, or by mutual consent.*

RCC—1766, 1966, 2036, 2285, 2674, 2683, 2685 *et seq.*, 2727, 2730, 2746.

RCC 1870, Art. 2684.

(Same as Art. 2684 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2654.

(No reference in Projet)

The duration and the conditions of the leases are generally regulated by contract, or by mutual consent.*

La durée et les clauses des baux en général, sont purement conventionnelles.*

CC 1808, p. 374, Art. 10.

Same as RCC 1870, Art. 2684, above; but no punctuation after "contract."

-p. 375, Art. 10.

Same as above; but comma (,) after "durée", and after "baux."

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 17.

The duration and the conditions of other leases are purely conventional.

La durée et les clauses des autres baux sont purement conventionnelles.

*Note error in English translation of French text; "are generally regulated by contract, or by mutual consent" should be "in general, are purely conventional."

ART. 2685. If the renting of a house or other edifice, or of an apartment, has been made without fixing its duration, the lease shall be considered to have been made by the month.

RCC—1966, 2036, 2285, 2684, 2686 *et seq.*, 2727.

RCC 1870, Art. 2685.

Same as above.

CC 1825, Art. 2655.

(Projet, p. 321. Substitution adopted; no comment)

Same as above.

Si la location d'une maison, ou autre édifice, ou d'un appartement, a été faite sans en fixer la durée, le bail sera censé fait par mois.

CC 1808, p. 374, Art. 11, par. 1.

If in letting out a room or a house no time has been stipulated, the duration of said lease shall be at the will of either of the parties. (Suppressed on recommendation of redactors; see comment, Projet, p. 321)

-p. 375, Art. 11, par. 1.

Si le bail d'un appartement, ou d'une maison a été fait, sans en fixer la durée, le bail n'aura d'autre durée que la volonté commune des parties. (Suppressed on recommendation of redactors; see comment, Projet, p. 321)

CN 1804, Art. 1736.

If the lease has been made without a fixed term,* one of the parties can give notice to the other only on observing the delays established by the custom of the place.

Si le bail a été fait sans écrit,* l'une des parties ne pourra donner congé à l'autre qu'en observant les délais fixés par l'usage des lieux.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 18.

If the lease has been made without a fixed term,* it is presumed agreed upon according to the following rules.

Si le bail a été fait sans écrit,* sa durée est présumée convenue d'après les règles ci-après.

-Book III, Title XIII, Art. 19, par. 1.

In the letting out of a dwelling house, or of an apartment in said house, the duration of the lease shall be at the will of either of the parties.

S'il s'agit d'une maison d'habitation, ou d'un appartement dans ladite maison, le bail n'a d'autre durée que la volonté commune des parties.

*The terms "bail écrit" and "bail sans écrit" are not given a literal translation because they designate "lease with a fixed term" and "lease without a fixed term." Laurent (1877), v. 25, N° 314; Planiol et Ripert (1932), v. 10, N° 624; Huc (1897), v. 10, N° 331.

ART. 2686. The parties must abide by the agreement as fixed at the time of the lease. If no time for its duration has been agreed on, the party desiring to put an end to it must give notice in writing to the other, at least ten days before the expiration of the month, which has begun to run. (As amended by Acts 1924, No. 9)

RCC—2684, 2685, 2689, 2691, 2712, 2713, 2727, 2734, 2736, 2739. Acts 1888, No. 96 (as am. by 1894, No. 23; 1900, No. 52; 1908, No. 313; 1918, No. 49; 1926, No. 55; 1936, No. 200).

RCC 1870, Art. 2686.

The parties must abide by the agreement as fixed at the time of the lease. If no time for its duration has been agreed on, the party desiring to put an end to it must give notice in writing to the other, at least fifteen days before the expiration of the month, which has begun to run.

CC 1825, Art. 2656.

(Projet, p. 321. Substitution amended and adopted; no comment)

Same as above; but comma (,) after "it."

Les parties ne peuvent se départir de la location qu'au terme fixé par la convention. S'il n'a pas été fixé de terme, la partie qui désire mettre fin à la location doit en donner avis par écrit à l'autre, au moins quinze jours avant l'expiration du mois commencé.

CC 1808, p. 374, Art. 11, par. 2.

But it shall be the duty of the party who wishes to cancel the lease, to give

-p. 375, Art. 11, pars. 2, 3.

Mais elles ne peuvent s'en départir, qu'en se donnant préalablement un aver-

notice of the same to the other party. That notice must be given a month before hand when the rent is payable quarterly and fifteen days only when the rent is payable by the month. (Suppressed on recommendation of redactors; see comment, *Projet*, p. 321)

tissement, par lequel l'une d'elles déclare, que son intention est de le terminer.

Cet avertissement ou congé, doit se donner un mois d'avance pour les baux, dont les loyers se payent par quartier et quinze jours d'avance, pour ceux dont les loyers se payent par mois. (Suppressed on recommendation of redactors; see comment, *Projet*, p. 321)

CN 1804, Art. 1736.

Quoted under RCC 1870, Art. 2685, above.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 19, pars. 2, 3.

But it shall be the duty of the party who wishes to cancel the lease, to give notice of the same to the other party.

This notice must be given at the time beforehand and in the manner established by the custom of the place.

Par. 2 same as CC 1808, p. 375, Art. 11, par. 2, above; but no punctuation after "départir", after "avertissement", or after "déclare."

Cet avertissement ou congé doit se donner au temps d'avance et de la manière établie par l'usage des lieux.

ART. 2687. The lease of a predial estate, when the time has not been specified, is presumed to be for one year, as that time is necessary in this State to enable the farmer to make his crop, and to gather in all the produce of the estate which he has rented.

RCC—1817, 2285, 2287, 2684, 2685, 2688 *et seq.*, 2713, 2727, 2739, 2740.

RCC 1870, Art. 2687.

Same as above.

CC 1825, Art. 2657.

Same as above.

(No reference in *Projet*)

Le bail d'un fonds rural ou bien de campagne, dont la durée n'a pas été déterminée, est censé fait pour un an, comme étant le temps qui est généralement nécessaire dans cet Etat, pour que le fermier puisse faire la récolte, ou recueillir tous les fruits de l'héritage affermé.

CC 1808, p. 374, Art. 12.

The lease of a praedial estate, when the time has not been specified, is presumed to be for one year, as that time is necessary in this territory to enable the farmer to make his crop and to gather in all the produce of the inheritance which he has rented.

-p. 375, Art. 12.

Same as above; but "ce territoire" instead of "cet Etat"; no punctuation after "récolte."

CN 1804, Art. 1774, par. 1.

The lease of a praedial estate, made without a fixed term,* is presumed to be made for the time which is necessary for the lessee to gather in all the produce of the estate he has rented.

Le bail, sans écrit,* d'un fonds rural, est censé fait pour le temps qui est nécessaire afin que le preneur recueille tous les fruits de l'héritage affermé.

See note () under RCC 1870, Art. 2685, above.

ART. 2688. If, after the lease of a predial estate has expired, the farmer should still continue to possess the same during one month without any step having been taken, either by the lessor or by a new

lessee, to cause him to deliver up the possession of the estate, the former lease shall continue subject to the same* clauses and conditions which it contained; but it shall continue only for the year next following the expiration of the lease.

RCC—1781, 1811, 1817, 2687, 2689 *et seq.*, 2727, 2739.

RCC 1870, Art. 2688.

Same as above.

CC 1825, Art. 2658.

(Projet, p. 321. Amendment adopted; no comment)

Same as above; but comma (,) after "contained."

Si, après l'expiration du bail d'un héritage rural, le fermier continue sa jouissance pendant un mois, sans qu'il ait été fait aucune diligence de la part du bailleur ou d'un nouveau fermier pour le contraindre à sortir, le bail se prolonge aux prix,* clauses et conditions prescrits par celui qui est expiré, mais pour l'année seulement qui suit immédiatement la dernière du bail qui est expiré.

CC 1808, p. 374, Art. 14.

If after the lease of a praedial estate has expired, the farmer should still continue to possess the same, without any step having been taken either by the lessor or by the new lessee to cause him to deliver up the possession of said estate, the former lease shall continue subject to the same* clauses and conditions which it contained, but it shall continue only for the year following that of the expiration of the said lease.

-p. 375, Art. 14.

Si après l'expiration du bail d'un héritage rural, le fermier continue sa jouissance, sans qu'il y ait été fait aucune diligence de la part du bailleur ou d'un nouveau fermier pour le contraindre à sortir, le bail se prolonge aux prix,* clauses et conditions prescrits par celui qui est expiré, mais pour l'année seulement qui suit immédiatement la dernière du bail qui est expiré.

CN 1804, Art. 1776.

If, at the expiration of a farming lease with a fixed term** the lessee remains and is left in possession, this brings about a new lease the effect of which is regulated by article 1774.

Si, à l'expiration des baux ruraux écrits,** le preneur reste et est laissé en possession, il s'opère un nouveau bail dont l'effet est réglé par l'article 1774.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 25.

If, after the lease of a predial estate has expired, the farmer should still continue to possess the same beyond the delay prescribed by the custom of the place for his departure, without any step having been taken, either by the lessor or by a new lessee, to cause him to deliver up the possession of the estate, the former lease shall continue subject to the same price, clauses and conditions which it contained, but it shall continue only for the time set forth in article 21.

Si, après l'expiration du bail d'un héritage rural, le fermier continue la jouissance au-delà du délai usité dans le lieu pour sa sortie, sans qu'il y ait aucune diligence de la part du bailleur ou d'un nouveau fermier pour le contraindre à sortir, le bail se prolonge aux prix, clauses et conditions prescrits par celui qui est expiré, mais seulement pour le temps expliqué en l'article 21.

*English translation of French text incomplete; should include "price."

**See note (*) under RCC 1870, Art. 2685, above.

ART. 2689. If the tenant either of a house or of a room should continue in possession for a week after his lease has expired, without any opposition being made thereto by the lessor, the lease shall be

presumed to have been continued, and he can not* be compelled to deliver up the house or room without having received the legal notice or warning directed by article 2686.

RCC—1781, 1797, 1811, 1817, 2685, 2686, 2688, 2690, 2712, 2713.

RCC 1870, Art. 2689.

(Same as Art. 2689 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2659.

(Projet, p. 321. Amendment adopted; no comment)

If the tenant either of a house or of a room should continue in possession for a week after his lease has expired, without any opposition being made thereto by the lessor, the lease shall be presumed to have been continued, and he cannot* be compelled to deliver up the house or room, without having received the legal notice or warning directed by article 2656.

Si le locataire d'une maison ou d'un appartement continue sa jouissance pendant une semaine après l'expiration du bail, sans opposition de la part du bailleur, il sera censé les occuper aux mêmes conditions, et ne pourra plus en sortir ni* en être expulsé, qu'après un avertissement ou congé préalable, donné au temps fixé par l'article 2656 ci-dessus.

CC 1808, p. 374, Art. 15.

If the tenant either of a house or of a room, should continue in possession after his lease has expired without any opposition being made thereto by the lessor, the lease shall be presumed to have been continued, and he cannot* be compelled to deliver up said house or room, without having received the legal notice or warning directed by the 11th article of the present chapter.

-p. 375, Art. 15.

Si le locataire d'une maison ou d'un appartement continue de même sa jouissance après l'expiration du bail, sans opposition de la part du bailleur, il sera censé les occuper aux mêmes conditions, et ne pourra plus en sortir, ni* en être expulsé qu'après un avertissement ou congé préalable donné au tems d'avance fixé par l'article XI ci-dessus.

CN 1804, Art. 1738.

If, at the expiration of a lease with a fixed term** the lessee remains and is left in possession, this brings about a new lease, the effect of which is regulated by the article concerning leases made without a fixed term.**

Si, à l'expiration des baux écrits,** le preneur reste et est laissé en possession, il s'opère un nouveau bail dont l'effet est réglé par l'article relatif aux locations faites sans écrit.**

-Art. 1759.

If the tenant either of a house or of a room, should continue in possession after expiration of the lease with a fixed term,** without any opposition thereto being made by the lessor, the lease shall be presumed to have been continued for the term fixed by the custom of the place, and he cannot leave or be compelled to deliver up said house or room, without the legal notice given following the delay fixed by the custom of the place.

Si le locataire d'une maison ou d'un appartement continue sa jouissance après l'expiration du bail par écrit,** sans opposition de la part du bailleur, il sera censé [censé] les occuper aux mêmes conditions, pour le terme fixé par l'usage des lieux, et ne pourra plus en sortir ni en être expulsé qu'après un congé donné suivant le délai fixé par l'usage des lieux.

*English translation of French text incomplete; should include "leave or."

**See note (*) under RCC 1870, Art. 2685, above.

ART. 2690. In the cases provided for in the two preceding articles, the security which may have been given for the payment of the rent shall not extend to the obligations resulting from the lease being thus prolonged.

RCC—2688, 2689, 3039, 3040, 3063.

RCC 1870, Art. 2690.
Same as above.

(Same as Art. 2690 of Proposed Revision of 1869)

CC 1825, Art. 2660.

(No reference in Projet)

In the cases provided for in the two preceding articles, the security given for the payment of the rent shall not extend to the obligations resulting from the lease being thus prolonged.

Dans le cas des deux articles précédents, la caution qui aurait été donnée pour le bail, ne s'étend pas aux obligations résultant de la prolongation.

CC 1808, p. 374, Art. 16.

Same as above; but comma (,) after "rent."

-p. 375, Art. 16.

Same as above.

CN 1804, Art. 1740.

Same as above.

Dans le cas des deux articles précédents, la caution donnée pour le bail ne s'étend pas aux obligations résultant de la prolongation.

ART. 2691. When notice has been given, the tenant, although he may have continued in possession, can not pretend that there has been a tacit renewal of the lease.

RCC—2686, 2688, 2734. Acts 1888, No. 96 (as am. by 1894, No. 23; 1900, No. 52; 1908, No. 313; 1918, No. 49; 1926, No. 55; 1936, No. 200).

RCC 1870, Art. 2691.

Same as above.

CC 1825, Art. 2661.

(Projet, p. 321. Addition adopted; no comment)

Same as above.

Lorsqu'il a été donné congé, le preneur, quoiqu'il ait continué sa jouissance, ne peut prétendre qu'il y a renouvellement tacite du bail.

CC 1808. No corresponding article.

CN 1804, Art. 1739.

When notice has been given, the tenant, although he may have continued in possession, cannot assert a tacit re-conduction.

Lorsqu'il y a un congé signifié, le preneur, quoiqu'il ait continué sa jouissance, ne peut invoquer la tacite ré-conduction.

Section 2—OF THE OBLIGATIONS AND RIGHTS OF THE LESSOR

ART. 2692. The lessor is bound from the very nature of the contract, and without any clause to that effect:

1. To deliver the thing leased to the lessee.
2. To maintain the thing in a condition such as to serve for the use for which it is hired.
3. To cause the lessee to be in a peaceable possession of the thing during the continuance of the lease.

RCC—1918, 2322, 2477 *et seq.*, 2682, 2693 *et seq.*, 2698 *et seq.*, 2710, 2716, 2717, 2729, 2733, 2898. CP—48.

RCC 1870, Art. 2692.

Same as above.

(Same as Art. 2692 of Proposed Revision of 1869)

CC 1825, Art. 2662.

(No reference in Projet)

Par. 1 and subd. 1 same as par. 1 and subd. 1, above; but semicolon (;) after "lessee."

2. To maintain the thing in a condition such as to serve the use for which it is hired;

3. To cause the lessee to be in peaceable possession of the thing during the continuance of the lease.

Le bailleur est obligé, par la nature du contrat, et sans qu'il soit besoin d'aucune stipulation particulière:

1. De délivrer la chose au preneur;

2. D'entretenir cette chose en état de servir pour l'usage pour lequel elle a été louée;

3. D'en faire jouir paisiblement le preneur pendant la durée du bail.

CC 1808, p. 374, Art. 17.

Same as above; but no punctuation after "contract"; semicolon (;) after "effect."

-p. 375, Art. 17.

Same as above; but comma (,) after "le preneur."

CN 1804, Art. 1719.

Same as above.

Par. 1 same as par. 1, above; but comma (,) after "particulière."

1. De délivrer au preneur la chose louée;

2. D'entretenir cette chose en état de servir à l'usage pour lequel elle a été louée;

Subd. 3 same as subd. 3, above; but no punctuation after "le preneur."

ART. 2693. The lessor is bound to deliver the thing in good condition, and free from any repairs. He ought to make, during the continuance of the lease, all the repairs which may accidentally* become necessary; except those which the tenant is bound to make, as hereafter directed.**

RCC—557 *et seq.*, 670, 1907, 1918, 2322, 2477 *et seq.*, 2692, 2694 *et seq.*, 2700, 2710, 2715 *et seq.*, 2720.

RCC 1870, Art. 2693.

Same as above.

CC 1825, Art. 2663.

(No reference in Projet)

Same as above.

Le bailleur est tenu de délivrer la chose en bon état de réparation de toute espèce.

Il doit faire, pendant la durée du bail, toutes les réparations qui peuvent devenir nécessaires,* autres que les locatives.**

CC 1808, p. 374, Art. 18.

Same as above; but no punctuation after "condition", or after "ought to make"; comma (,) after "necessary."

-p. 375, Art. 18.

Same as above; but semicolon (;) after "espèce."

CN 1804, Art. 1720.

The lessor is bound to deliver the thing in good condition, and free from any repairs.

He ought to make, during the continuance of the lease, all the repairs which may become necessary, except those which the tenant is bound to make.

Le bailleur est tenu de délivrer la chose en bon état de réparations de toute espèce.

Il doit y faire, pendant la durée du bail, toutes les réparations qui peuvent devenir nécessaires, autres que les locatives.

*"Accidentally" has no counterpart in French text.

**"As hereafter directed" has no counterpart in French text.

ART. 2694. If the lessor do not make the necessary repairs in the manner required in the preceding article, the lessee may call on him to make them. If he refuse or neglect to make them, the lessee may himself cause them to be made, and deduct the price from the rent due,* on proving that the repairs were indispensable, and that the price which he has paid was just and reasonable.

RCC—570 *et seq.*, 2692, 2693, 2715 *et seq.*, 2720.

RCC 1870, Art. 2694.

(Same as Art. 2694 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2664.

(Projet, p. 321. Addition amended and adopted; no comment)

If the lessor do not make the necessary repairs in the manner required in the preceding article, the lessee may call on him to do it. If he refuse or neglect to make them, the lessee may himself cause them to be made, and deduct the price from the rent due,* on proving that the repairs were indispensable, and that the price which he has paid, was just and reasonable.

Si le bailleur ne fait point les réparations nécessaires dont il est tenu aux termes de l'article précédent, le preneur peut le mettre en demeure de les faire; si le bailleur refuse ou néglige de les exécuter, le preneur pourra les faire faire lui-même, et en retenir le prix sur les loyers échus et à écheoir,* en prouvant que ces réparations étaient indispensables, et qu'il n'a payé pour les faire qu'un prix juste et raisonnable.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*English translation of French text incomplete; should include "and to become due."

ART. 2695. The lessor guarantees the lessee against all the vices and defects of the thing, which may prevent its being used even in case it should appear he knew nothing of the existence of such vices and defects, at the time the lease was made, and even if they have arisen since, provided they do not arise from the fault of the lessee; and if any loss should result to the lessee from the vices and defects, the lessor shall be bound to indemnify him for the same.

RCC—670, 1934, 2315, 2316, 2322, 2476, 2520 *et seq.*, 2693, 2696, 2697, 2700, 2909.

RCC 1870, Art. 2695.

(Same as Art. 2695 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2665.

(Projet, p. 322. Amendment adopted; no comment)

The lessor guarantees the lessee against all the vices and defects of the thing, which may prevent its being used, even in case it should appear that he knew nothing of the existence of such vices and defects, at the time the lease was made, and even if they have arisen since, provided they do not arise from the fault of the lessee; and if any loss should result to the lessee from the defect, the lessor shall be bound to indemnify him for the same.

Le bailleur doit garantir le preneur de tous les vices et défauts de la chose louée, qui en empêchent l'usage, quand même il ne les aurait pas connus lors du bail, et quand même ils seraient survenus depuis, pourvu que ce ne soit pas par la faute du preneur.

S'il résulte de ces vices quelque perte pour le preneur, le bailleur est tenu de l'en indemniser.

CC 1808, p. 374, Art. 19.

He guarantees the lessee against all the vices and defects of the thing which

-p. 375, Art. 19.

Il doit garantir le preneur de tous les vices ou défauts de la chose louée, qui

may prevent its being used, even in case it should appear that he knew nothing of the existence of said vices and defects at the time the lease was made; and if any loss should result to the lessee from said defect, the lessor shall be bound to indemnify him for the same.

en empêchent l'usage, quand même il ne les aurait pas connus lors du bail.

Par. 2 same as par. 2, above; but comma (,) after "résulte", and after "vices."

CN 1804, Art. 1721.

A guaranty is due to the lessee against all the vices and defects of the thing, which may prevent its being used, even in case it should appear that the lessor knew nothing of the existence of such vices and defects at the time the lease was made.

Il est dû garantie au preneur pour tous les vices ou défauts de la chose louée qui en empêchent l'usage, quand même le bailleur ne les aurait pas connus lors du bail.

If any loss should result to the lessee from said vices or defects, the lessor shall be bound to indemnify him.

S'il résulte de ces vices ou défauts quelque perte pour le preneur, le bailleur est tenu de l'indemniser.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 30.

He owes a guaranty to the lessee against all the vices and defects of the thing which may prevent its being used, even in case it should appear that he knew nothing of them at the time the lease was made.

Il doit la garantie au preneur, pour tous les vices ou défauts de la chose louée qui en empêche [empêchent] l'usage, quand même il ne les aurait pas connus lors du bail.

If any loss should result to the lessee from these vices or defects, the lessor shall be bound to indemnify him for the same.

S'il résulte de ces vices ou défauts quelque perte pour le preneur, le bailleur est tenu de l'en indemniser.

ART. 2696. If the lessee be evicted, the lessor is answerable for the damage and loss which he sustained by the interruption of the lease.

RCC—1934, 2315, 2506 *et seq.*, 2682, 2692, 2695, 2697, 2700, 2704. CP—48.

RCC 1870, Art. 2696.

(Same as Art. 2696 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2666.

(Projet, p. 322. Addition adopted; no comment)

If the lessee be evicted, the lessor is answerable for the damage and loss which he sustains by the interruption of the lease.

Si le preneur est expulsé par une éviction, le bailleur est tenu envers lui des dommages et intérêts résultant de l'interruption du bail.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2697. If, during the lease, the thing be totally destroyed by an unforeseen [unforeseen] event, or it be taken for a purpose of public utility, the lease is at an end.* If it be only destroyed in part, the lessee may either demand a diminution of the price, or a revocation of the lease. In neither case has he any claim of damages.

RCC—606, 613 *et seq.*, 1899, 1933, 2044, 2120, 2219, 2455, 2471, 2541, 2695, 2699, 2700, 2717, 2719, 2721 *et seq.*, 2728, 2743, 2900.

RCC 1870, Art. 2697.

(Same as Art. 2697 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2667.

(Projet, p. 322. Substitution † adopted; no comment)

If, during the lease, the thing be totally destroyed by an unforeseen event, or if it be taken for a purpose of public utility, the lease is at an end.* If it be only destroyed in part, the lessee may either demand a diminution of the price, or a revocation of the lease. In neither case has he any claim for damages.

Si, pendant la durée du bail, la chose louée est détruite en totalité par cas fortuit, ou est prise pour un objet d'utilité publique, le bail est résilié de plein droit.*

Si elle n'est détruite qu'en partie, le preneur a le choix de demander une diminution de prix, ou la résiliation du bail. Dans l'un et l'autre cas, il n'y a lieu à aucun dédommagement.

CC 1808, p. 376, Art. 20.

If by any accident, the thing leased should be either totally or partly destroyed, the lessee may, according to the nature of the case, either claim a diminution of the rent or the cancelling of the lease, but he cannot claim to be indemnified. (Suppressed on recommendation of redactors; see comment, Projet, p. 322)

-p. 377, Art. 20.

Si, pendant la durée du bail, la chose louée est détruite, en tout ou en partie, par cas fortuit, le preneur peut, suivant les circonstances, demander, ou une diminution du prix, ou la résiliation du bail; mais sans aucun autre dédommagement. (Suppressed on recommendation of redactors; see comment, Projet, p. 322)

CN 1804, Art. 1722.

If, during the lease, the thing be totally destroyed by an unforeseen event, the lease is at an end by operation of law; if it be only destroyed in part, the lessee may according to circumstances demand either a diminution of the price, or the revocation of the lease. In neither case has he any claim for damages.

Si, pendant la durée du bail, la chose louée est détruite en totalité par cas fortuit, le bail est résilié de plein droit; si elle n'est détruite qu'en partie, le preneur peut, suivant les circonstances, demander ou une diminution du prix, ou la résiliation même du bail. Dans l'un et l'autre cas, il n'y a lieu à aucun dédommagement.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 31.

Same as CC 1808, p. 376, Art. 20, above.

Si, pendant la durée du bail, la chose louée est détruite en tout ou en partie par cas fortuit, le preneur peut, suivant les circonstances, demander ou une diminution de prix, ou la résiliation même du bail; mais sans aucun autre dédommagement.

*English translation of French text incomplete; should include "by operation of law."

ART. 2698. The lessor has not the right to make any alteration in the thing during the continuance of the lease.

RCC—1899, 2692, 2696, 2711, 2898.

RCC 1870, Art. 2698.

Same as above.

CC 1825, Art. 2668.

(No reference in Projet)

Same as above; but comma (,) after "thing."

Le bailleur ne peut, pendant la durée du bail, changer la forme de la chose louée.

CC 1808, p. 376, Art. 21.

Same as above.

-p. 377, Art. 21.

Same as above.

CN 1804, Art. 1723.

Same as above.

Same as above.

ART. 2699. If, without any fault* of the lessor, the thing cease to be fit for the purpose for which it was leased, or if the use be much impeded, as if a neighbor, by raising his walls shall intercept the light of a house leased, the lessee may, according to circumstances, obtain the annulment of the lease, but has no claim for indemnity.

RCC—1899, 2692, 2696, 2697, 2728.

RCC 1870, Art. 2699.

(Same as Art. 2699 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2669.

(Projet, p. 322. Addition adopted; no comment)

If, without any fault* of the lessor, the thing ceases to be fit for the purpose for which it was leased, or if the use be much impeded, as if a neighbour, by raising his walls, shall intercept the light of a house leased, the lessee may, according to circumstances, obtain the annulment of the lease, but has no claim for indemnity.

Si la chose cesse, sans le fait* du bailleur, d'être propre à l'usage pour lequel elle était louée, ou si l'usage en est devenu très incommode, comme si un voisin, en élevant ses murs, intercepte les jours de la maison louée, le preneur peut, suivant le cas, obtenir la résiliation du bail; mais il ne lui est dû aucune indemnité.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*Note error in English translation of French text; "fault" should be "act."

ART. 2700. If, during the continuance of the lease, the thing leased should be in want of repairs, and if those repairs can not be postponed until the expiration of the lease, the tenant must suffer such repairs to be made, whatever be the inconvenience he undergoes thereby, and though he be deprived either totally or in part of the use* of the thing leased to him during the making of the repairs. But in case such repairs should continue for a longer time than one month, the price of the rent shall be lessened in proportion to the time during which the repairs have continued, and to the parts of the tenement for the use of which the lessee has thereby been deprived.

And the whole of the rent shall be remitted,** if the repairs have been of such nature as to oblige the tenant to leave the house or the room and to take another house, while that which he had leased was repairing.

RCC—1933, 2692, 2693, 2695, 2697.

RCC 1870, Art. 2700.

Same as above.

CC 1825, Art. 2670.

(No reference in Projet)

Same as above; but "inconvenience" spelled "inconveniency"; no punctuation after "If"; comma (,) after "him", and after "room."

Si, durant le bail, la chose louée a besoin de réparations, qui ne puissent être différées jusqu'à la fin, le preneur doit les souffrir, quelque incommodité qu'elle [qu'elles] lui cause [causent], et quoiqu'il soit privé, pendant qu'elles se font, d'une partie* de la chose louée. Mais si ces réparations durent plus d'un mois, le prix du bail sera diminué à concurrence du temps et de la partie de la chose louée dont il aura été privé.

Le prix du bail sera entièrement remis, pendant la durée des réparations,**

si elles ont été de nature à obliger le locataire à sortir de la maison, ou de l'appartement qu'il occupe, et à se loger ailleurs, en attendant qu'elles soient faites.

CC 1808, p. 376, Art. 22.

If, during the continuance of the lease, the thing leased should be in want of repairs and if those repairs cannot be postponed until the expiration of the lease, the tenant must suffer such repairs to be made, whatever be the inconvenience he undergoes thereby, and though he be deprived either totally or in part of the use* of the thing leased to him, during the making of said repairs.

But in case such repairs should continue for a longer time than one month, the price of the rent shall be lessened in proportion to the time during which said repairs have continued, and to the parts of the tenement of the use of which the lessee has thereby been deprived.

Par. 3 same as par. 2, above; but no punctuation after "remitted", after "room", or after "another house."

CN 1804, Art. 1724.

If during the continuance of the lease, the thing leased should be in want of urgent repairs, which cannot be postponed until its expiration, the tenant must suffer such repairs to be made, whatever be the inconvenience he undergoes thereby and though he be deprived of a part of the thing leased to him during the making of the repairs.

But in case such repairs should continue for a longer time than forty days, the price of the rent shall be lessened in proportion to the time during which the repairs have continued, and to the parts of the tenement of the use of which the lessee has been deprived.

If the repairs are such as to render unfit for habitation the space required for the lodging of himself and of his family, the tenant may annul the lease.

-p. 377, Art. 22.

Si, durant le bail, la chose louée a besoin de réparations, qui ne puissent être différées jusqu'à la fin, le preneur doit les souffrir, quelque incommodité qu'elles lui causent, et quoiqu'il soit privé, pendant qu'elles se font, d'une partie* de la chose louée;

Mais, si ces réparations durent plus d'un mois, le prix du bail sera diminué, à concurrence du tems et de la partie de la chose louée, dont il aura été privé;

Par. 3 same as par. 2, above.

Si durant le bail, la chose louée a besoin de réparations urgentes et qui ne puissent être différées jusqu'à sa fin, le preneur doit les souffrir, quelque incommodité qu'elles lui causent, et quoiqu'il soit privé, pendant qu'elles se font, d'une partie de la chose louée.

Mais, si ces réparations durent plus de quarante jours, le prix du bail sera diminué à proportion du temps et de la partie de la chose louée dont il aura été privé.

Si les réparations sont de telle nature qu'elles rendent inhabitable ce qui est nécessaire au logement du preneur et de sa famille, celui-ci pourra faire résilier le bail.

*Note error in English translation of French text; "either totally or in part of the use" should be "of a part."

**English translation of French text incomplete; should include "during the continuance of the repairs."

ART. 2701. If, in the lease of a predial estate, the premises have been stated to be of a greater extent than they in reality are, the lessee may claim an abatement of the rent, in the cases and subject to the provisions prescribed in the title: *Of Sale*.

RCC—1821, 2492 *et seq.*

RCC 1870, Art. 2701.

Same as above.

CC 1825, Art. 2671.

(No reference in Projet)

Same as above; but no punctuation after "title."

Si dans un bail à ferme on a donné aux fonds une contenance plus grande que celles [celle] qu'ils ont réellement, il n'y a lieu à diminution pour le preneur, que dans les cas, et suivant les règles exprimées au *contrat de vente*.

CC 1808, p. 376, Art. 23.

Same as above; but "lease" misspelled "lessee"; no punctuation after "If", or after "rent."

-p. 377, Art. 23.

Same as above; but "celles" correctly spelled "celle"; comma (,) after "Si", after "ferme", and after "diminution."

CN 1804, Art. 1765.

If, in the lease of a predial estate, the premises have been stated to be of a smaller or greater extent than they in reality are, the price for the farmer may be abated or increased only in the cases and subject to the provisions prescribed in the title of *Sale*.

Si, dans un bail à ferme, on donne aux fonds une contenance moindre ou plus grande que celle qu'ils ont réellement, il n'y a lieu à augmentation ou diminution de prix pour le fermier, que dans les cas et suivant les règles exprimées au titre de la *Vente*.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 34.

Same as CC 1825, Art. 2671, above.

Si, dans un bail à ferme, on donne aux fonds une contenance plus grande que celle qu'ils ont réellement, il n'y a lieu à diminution de prix pour le preneur, que dans les cas et suivant les règles exprimés au contrat de vente.

ART. 2702. The lessor, and not the lessee, unless there be a stipulation to the contrary, must bear all the real charges with which the thing leased is burdened. Thus he has to pay the taxes, rents and other dues imposed upon the thing leased.

RCC—578, 1901, 2692, 3177.

RCC 1870, Art. 2702.

Same as above.

CC 1825, Art. 2672.

(Projet, p. 322. Addition † adopted; no comment)

Same as above.

Le bailleur, et non le preneur, s'il n'y a eu stipulation contraire, doit supporter toutes les charges réelles dont la chose louée est grevée. Ainsi c'est au bailleur à payer les taxes, rentes foncières, et autres redevances imposées sur la chose louée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2703. The lessor is not bound to guarantee the lessee against disturbances caused by persons not claiming any right to the premises; but in that case the lessee has a right of action for damages sustained against the person occasioning such disturbance.

RCC—831, 2557, 2692, 2704, 2724, 2729. CP—43, 48.

RCC 1870, Art. 2703.

(Same as Art. 2703 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2673.

(No reference in Projet)

The lessor is not bound to guarantee the lessee against disturbance caused by the lessor

Le bailleur n'est pas tenu de garantir le preneur du trouble que des tiers ap-

persons not claiming any right to the premises; but in that case the lessee has a right of action for damages sustained against the person occasioning such disturbance.

CC 1808, p. 376, Art. 24.

The lessor is not bound to guarantee to the lessee the possession of the thing against a third person who disturbs him in his possession, without claiming any right to the premises, but in that case the lessee has a right of action for damages sustained against the person occasioning such disturbance.

CN 1804, Art. 1725.

The lessor is not bound to guarantee the lessee against disturbance caused by persons not claiming any right to the premises; but in that case the lessee has a right of action against the person occasioning the disturbance.

portent par voie de fait à sa jouissance, sans prétendre d'ailleurs aucun droit sur la chose louée, sauf au preneur à les poursuivre en son nom, et à demander, s'il y échet, des dommages-intérêts de ces voies de fait.

-p. 377, Art. 24.

Same as above; but comma (,) after "le preneur", after "apportent", after "par voie de fait", after "prétendre", after "d'ailleurs", after "au preneur", and after "intérêts"; semicolon (;) after "louée."

Le bailleur n'est pas tenu de garantir le preneur du trouble que des tiers apportent par voies de fait à sa jouissance, sans prétendre d'ailleurs aucun droit sur la chose louée; sauf au preneur à les poursuivre en son nom personnel.

ART. 2704. If the persons by whom those acts of disturbance have been committed, pretend to have a right to the thing leased, or if the lessee is cited to appear before a court of justice to answer to the complaint of the person thus claiming the whole or a part of the thing leased, or claiming* some servitude on the same, he shall call the lessor in warranty, and shall be dismissed from the suit if he wishes it, by naming the person under whose rights he possesses.

RCC—591, 831, 1933, 2696, 2703, 2724. CP—43, 48.

RCC 1870, Art. 2704.

(Same as Art. 2704 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2674.

(No reference in Projet)

If the persons by whom those acts of disturbance have been committed, pretend to have a right to the thing leased, or if the lessee is cited to appear before a court of justice to answer to the complaint of the persons thus claiming the whole or a part of the thing leased, or claiming* some species of services on the same, he shall call the lessor in warranty, and shall be dismissed from the suit, if he wishes it, by naming the person under whose rights he possesses.

Si ceux qui ont commis des voies de fait, prétendent avoir quelque droit sur la chose louée, ou si le preneur est cité lui-même en justice pour se voir condamner au délaissement de la totalité ou de partie de cette chose, ou à souffrir* l'exercice de quelque servitude, il doit appeler le bailleur en garantie, et doit être mis hors d'instance, s'il l'exige, en nommant le bailleur pour lequel il possède.

CC 1808, p. 376, Art. 25.

If the person by whom those acts of disturbance have been committed, pretends to have a right to the thing leased, or if the lessee is cited to appear before a court of justice to answer to the complaints of the persons thus claiming the whole or a part of the thing leased, or claiming* some species of services on the same, he shall call the lessor in warranty and shall be dismissed, if he wishes it, by naming the person under whose right he possesses.

-p. 377, Art. 25.

Si ceux qui ont commis les voies de fait, prétendent avoir quelque droit sur la chose louée, ou si le preneur est cité lui-même en justice pour se voir condamner au délaissement de la totalité, ou de partie de cette chose, ou à souffrir* l'exercice de quelque servitude, il doit appeler le bailleur en garantie, et doit être mis hors d'instance, s'il l'exige, en nommant le bailleur pour lequel il possède.

CN 1804, Art. 1727.

If the persons by whom those acts of disturbance have been committed, pretend to have a right to the thing leased, or if the lessee is cited to appear before a court of justice to be compelled to give up the whole or a part of the thing leased, or to allow some servitude on the same, he shall call the lessor in warranty, and shall be dismissed from the suit if he wishes it, by naming the person under whose rights he possesses.

Si ceux qui ont commis les voies de fait, prétendent avoir quelque droit sur la chose louée, ou si le preneur est lui-même cité en justice pour se voir condamner au délaissement de la totalité ou de partie de cette chose, ou à souffrir l'exercice de quelque servitude, il doit appeler le bailleur en garantie, et doit être mis hors d'instance, s'il l'exige, en nommant le bailleur pour lequel il possède.

*Note error in English translation of French text; "answer to the complaint of the person thus claiming the whole or a part of the thing leased, or claiming" should be "be compelled to give up the whole or a part of the thing leased, or to allow."

ART. 2705. The lessor has, for the payment of his rent, and other obligations of the lease, a right of pledge on the movable effects of the lessee, which are found on the property leased.

In the case of predial estates, this right embraces everything that serves for the labors of the farm, the furniture of the lessee's house, and the fruits produced during the lease of the land; and in the case of houses and other edifices, it includes the furniture of the lessee, and the merchandise contained in the house or apartment, if it be a store or shop.

But the lessee shall be entitled to retain, out of the property subjected by law to the lessor's privilege, his clothes and linen, and those of his wife and family; his bed, bedding and bedstead, and those of his wife and family; his arms, military accoutrements, and the tools and instruments necessary for the exercise of the trade or profession by which he gains his living and that of his family; one cooking stove and utensils of said stove; plates, dishes, knives, forks and spoons; all pots, pans and other cooking utensils; one dining table, and dining chairs necessary for himself and family. (As amended by Acts 1934, No. 107)

RCC—2706 *et seq.*, 3157, 3185, 3217, 3218, 3219, 3233, 3256 *et seq.*, 3260. CP—287, 288, 644, 645, 647, 1140. Acts 1874, No. 63; 1877, No. 62; 1894, No. 128 (as am. by 1926, No. 190); 1906, No. 100; 1908, No. 211 (as am. by 1934, No. 45); 1914, No. 189 (as am. by 1916, No. 88, and 1934, No. 155). RS—2159, 2160, 2165. Const. 1921, XI.

RCC 1870, Art. 2705.

The lessor has, for the payment of his rent, and other obligations of the lease, a right of pledge on the movable effects of the lessee, which are found on the property leased.

In the case of predial estates, this right embraces everything that serves for the labors of the farm, the furniture of the lessee's house, and the fruits produced during the lease of the land; and in the case of houses and other edifices, it includes the furniture of the lessee, and the merchandise contained in the house or apartment, if it be a store or shop.

But the lessee shall be entitled to retain, out of the property subjected by law to the lessor's privilege, his clothes and linen, and those of his wife and family, his bed, bedding and bedstead, and those of his wife and family; his arms, military accoutrements, and the tools and instruments necessary for the exercise of the trade or profession by which he gains his living and that of his family.

CC 1825, Art. 2675.

(Projet, p. 322. Addition adopted; no comment)

Same as pars. 1, 2, above; but colon Le bailleur a, pour le payement de ses
(:) after "land." loyers et autres obligations du bail, un

droit de gage sur les effets mobiliers du preneur qui se trouvent sur le fonds loué. Ce droit s'étend, pour la location des biens de campagne, sur tout ce qui sert à l'exploitation de la ferme, sur les meubles qui garnissent la maison du fermier, et sur les fruits produits pendant le temps du bail, par la terre louée; et pour la location des maisons et autres édifices, sur les meubles meublans du locataire, et sur les marchandises qui garnissent la maison ou appartement loué, si c'est un magasin ou une boutique.

CC 1808, p. 468, Art. 74, pars. 2, 3 under subd. 2.

The landlord may seize the furniture which was in the house or on the farm when it has been removed, without his consent, and he preserves his privilege upon it, *provided* he prove its identity and urge his claim at farthest within a fortnight from the day of its removal.

The privilege of the landlord extends even to the goods which are in the house or apartment by him let, when the house or apartment was let chiefly for a store or shop;

CN 1804, Art. 2102, last par. under subd. 1.

The landlord may seize the movables which were in his house or on his farm, when they have been removed without his consent, and he preserves his privilege upon them, provided he has re-vendicated them; that is, within forty days for movables which were on the farm, and within fifteen days for movables furnishing a house.

-p. 469, Art. 74, pars. 2, 3 under subd. 2.

Le propriétaire peut saisir les meubles meublans qui garnissent la maison ou la ferme, lorsqu'ils ont été déplacés sans son consentement, et il conserve sur eux son privilège, *pourvu* qu'il puisse en prouver l'identité, et qu'il exerce sa revendication au plus tard dans la quinzaine du jour où le déplacement a été fait.

Le privilège du bailleur peut même s'étendre sur les marchandises qui garnissent la maison ou appartement par lui loué, lorsque c'est un magasin ou une boutique qui est l'objet principal de la location.

Le propriétaire peut saisir les meubles qui garnissent sa maison ou sa ferme, lorsqu'ils ont été déplacés sans son consentement, et il conserve sur eux son privilège, *pourvu* qu'il ait fait la revendication; savoir, lorsqu'il s'agit du mobilier qui garnissait une ferme, dans le délai de quarante jours, et dans celui de quinzaine, s'il s'agit des meubles garnissant une maison;

ART. 2706. This right of pledge includes, not only the effects of the principal lessee or tenant, but those of the undertenant, so far as the latter is indebted to the principal lessee, at the time when the proprietor chooses to exercise his right.

A payment made in anticipation, by the undertenant to his principal, does not release him from the owner's claim.

RCC—1988, 2052, 2285, 2705, 2707, 2708, 2725, 2770, 3218. RS—2158.

RCC 1870, Art. 2706.

(Same as Art. 2706 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2676.

(Projet, p. 323. Addition † adopted; no comment)

This right* includes, not only the effects of the principal lessee or tenant, but those of the under-tenant, so far as the latter is indebted to the principal lessee, at the time when the proprietor choses [chooses] to exercise his right.

Ce droit de gage* s'étend, non seulement sur les effets mobiliers du principal fermier ou locataire, mais sur ceux du sous-fermier ou locataire, jusqu'à concurrence de la somme que celui-ci se trouve devoir au principal fermier ou locataire, au moment où le propriétaire exerce son droit.

Par. 2 same as par. 2, above.

Le payement fait par anticipation par le sous-locataire au locataire principal, ne décharge point le sous-locataire envers le propriétaire.

CC 1808. No corresponding article.

CN 1804, Art. 1753.

The undertenant is bound towards the owner only up to the amount of the rent of his sub-lease which he may owe at the time of the seizure, and he cannot set up payments made in anticipation.

Payments made by the undertenant, whether by virtue of a stipulation contained in his lease, or in consequence of the custom of the place, are not presumed to be made in anticipation.

Le sous-locataire n'est tenu envers le propriétaire que jusqu'à concurrence du prix de sa sous-location dont il peut être débiteur au moment de la saisie, et sans qu'il puisse opposer des paiemens faits par anticipation.

Les paiemens faits par le sous-locataire, soit en vertu d'une stipulation portée en son bail, soit en conséquence de l'usage des lieux, ne sont pas réputés faits par anticipation.

*English translation of French text incomplete; should include "of pledge."

ART. 2707. This right of pledge affects, not only the movables of the lessee and underlessee, but also those belonging to third persons, when their goods are contained in the house or store, by their own consent, express or implied.

RCC—2706, 2708, 2709, 3218, 3234, 3260. Acts 1874, No. 63.

RCC 1870, Art. 2707.

Same as above.

CC 1825, Art. 2677.

Same as above.

(Projet, p. 323. Addition † adopted; no comment)

Ce droit de gage affecte, non seulement les effets mobiliers des locataires et sous-locataires, mais encore ceux qui appartiennent à des tiers, lorsque c'est de leur consentement exprès ou tacite qu'ils garnissent la maison ou le magasin.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2708. Movables are not subject to this right, when they are only transiently or accidentally* in the house, store, or shop, such as the baggage of a traveler in an inn, merchandise sent to a workman to be made up or repaired, and effects lodged in the store of an auctioneer to be sold.

RCC—2706, 2707, 3234, 3260.

RCC 1870, Art. 2708.

Same as above.

CC 1825, Art. 2678.

Same as above.

(Projet, p. 323. Addition † adopted; no comment)

On ne doit pas comprendre dans les effets mobiliers sujets à gage, ceux qui ne sont dans la maison, magasin ou boutique, que passagèrement,* comme les effets d'un voyageur dans une auberge, les marchandises ou effets envoyés chez

un ouvrier pour être mis en œuvre ou réparés, les marchandises ou effets déposés dans le magasin d'un encanteur pour y être vendus.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*"Or accidentally" has no counterpart in French text.

ART. 2709. In the exercise of this right, the lessor may seize the objects, which are subject to it, before the lessee takes them away, or within fifteen days after they are taken away, if they continue to be the property of the lessee, and can be identified.

RCC—2705, 2707, 2729, 3246. CP—288.

RCC 1870, Art. 2709.

Same as above.

CC 1825, Art. 2679.

Same as above.

(Projet, p. 323. Addition adopted; no comment)

Pour l'exercice de ce droit de gage, le bailleur peut faire saisir les objets qui y sont sujets, avant que le preneur les emporte, ou même dans les quinze jours après qu'ils ont été emportés, s'ils sont encore la propriété du preneur, et peuvent être identifiés.

CC 1808, pp. 468, 469, Art. 74, par. 2 under subd. 2.

Quoted under RCC 1870, Art. 2705, above.

CN 1804, Art. 2102, last par. under subd. 1.

Quoted under RCC 1870, Art. 2705, above.

Section 3—OF THE OBLIGATIONS AND RIGHTS OF THE LESSEE

ART. 2710. The lessee is bound:

1. To enjoy the thing leased as a good administrator, according to the use for which it was intended by the lease.
2. To pay the rent at the terms agreed on.

RCC—337, 558, 567, 644, 1147, 1908, 2046, 2047, 2065, 2298, 2468, 2692, 2693, 2711 *et seq.*, 2729, 2898, 2937.

RCC 1870, Art. 2710.

Same as above.

CC 1825, Art. 2680.

(No reference in Projet)

Same as above; but semicolon (;) after "lease."

Le preneur est tenu:

1. D'user de la chose en bon père de famille, et suivant la destination qui lui a été donnée par le bail;
2. De payer le prix du bail aux termes convenus.

CC 1808, p. 376, Art. 26.

The lessee is bound,* 1st, to enjoy the thing leased as a good father of a family, according to the use for which it was intended by the lease; 2d, to pay the rent at the terms agreed on.

-p. 377, Art. 26.

Le preneur est tenu de deux obligations principales*:

- Subd. 1 same as subd. 1, above;
- Et 2. De payer le prix du bail, aux termes convenus.

CN 1804, Art. 1728.

The lessee is bound to two principal obligations:

1. To enjoy the thing leased as a good administrator, and according to the use for which it was intended by the lease, or according to that presumed under the circumstances, in the absence of agreement;

Subd. 2 same as CC 1825, Art. 2680, subd. 2, above.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 37.

Par. 1 same as par. 1, above.

Subds. 1, 2 same as CC 1825, Art. 2680, subds. 1, 2, above.

Par. 1 same as par. 1, above; but comma (,) after "principales."

1. D'user de la chose louée en bon père de famille, et suivant la destination qui lui a été donnée par le bail, ou suivant celle présumée d'après les circonstances, à défaut de convention;

Subd. 2 same as CC 1825, Art. 2680, subd. 2, above.

Par. 1 same as CC 1808, p. 377, Art. 26, par. 1, above.

1. D'user de la chose louée, en bon père de famille, et suivant la destination qui lui a été donnée par le bail;

Subd. 2 same as subd. 2, above.

*English translation of French text incomplete; should include "to two principal obligations."

ART. 2711. If the lessee makes another use of the thing than that for which it was intended, and if any loss is thereby sustained by* the lessor, the latter may obtain the dissolution of the lease.

The lessee, in that case, shall be bound to pay the rent, until the thing is again leased out; and the lessee is also liable for all the losses which the owner may have sustained through his misconduct.

RCC—621, 1934, 2046, 2047, 2314, 2315, 2698, 2710, 2729, 2898, 2899.

RCC 1870, Art. 2711.

(Same as Art. 2711 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2681.

(No reference in Projet)

Par. 1 same as par. 1, above.

Si le preneur emploie la chose louée à un autre usage que celui auquel elle a été destinée, ou dont il puisse résulter un dommage pour* le bailleur, celui-ci peut demander la résiliation du bail.

The lessee, in that case, shall be bound to pay the rent, until the thing is again leased out; and the lessee is also liable for all the losses which the proprietor may have sustained through his misconduct.

Le preneur est condamné à en payer le prix pendant le temps nécessaire pour la relocation, et aux dommages-intérêts qui ont pu résulter de l'abus pour le propriétaire.

CC 1808, p. 376, Art. 27.**

If the lessee makes another use of the thing than that for which it was intended, and if any loss is thereby sustained by* the lessor, the latter may obtain the dissolution of the lease. The lessee, in that case shall be bound to pay the rent until the thing is again let out; and the said lessee is also liable for all the losses which the proprietor may have sustained thro' his misconduct.

-p. 377, Art. 27.

Same as above; but comma (,) after "pu résulter."

CN 1804, Art. 1729.

If the lessee makes another use of the thing than that for which it was intended, or a use which may cause

Si le preneur emploie la chose louée à un autre usage que celui auquel elle a été destinée, ou dont il puisse résulter

damage to the lessor, the latter may according to circumstances obtain the dissolution of the lease.

un dommage pour le bailleur, celui-ci peut, suivant les circonstances, faire résilier le bail.

-Art. 1760.

In case of dissolution because of the lessee's fault, the latter is bound to pay the rent, until the thing is again leased out, as well as all the damages which the owner may have sustained through his misconduct.

En cas de résiliation par la faute du locataire, celui-ci est tenu de payer le prix du bail pendant le temps nécessaire à la relocation, sans préjudice des dommages et intérêts qui ont pu résulter de l'abus.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 38.

If the lessee makes another use of the thing than that for which it was intended, or a use which may cause damage to the lessor, the latter may obtain the dissolution of the lease.

Par. 1 same as CC 1808, p. 377, Art. 27, par. 1, above.

Par. 2 same as CC 1808, p. 376, Art. 27, sentence 2, above.

Le preneur est condamné à en payer le prix pendant le temps nécessaire pour la relocation, et aux dommages et intérêts qui ont pu résulter de l'abus pour le propriétaire.

*Note error in English translation of French text; "and if any loss is thereby sustained by" should be "or a use which may cause damage to."

**Official edition reads "Art. 26."

ART. 2712. The lessee may be expelled from the property if he fails to pay the rent when it becomes due.

RCC—1966, 2686, 2689, 2710, 2713, 2729. Acts 1888, No. 96 (as am. by 1894, No. 23; 1900, No. 52; 1908, No. 313; 1918, No. 49; 1926, No. 55; 1936, No. 200).

RCC 1870, Art. 2712.

(Same as Art. 2712 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2682.

(No reference in Projet)

The lessee may be expelled from the tenement, if he fails to pay the rent when it becomes due.

Le preneur peut encore être expulsé, à défaut de paiement du prix du bail.

CC 1808, p. 378, Art. 28.

-p. 379, Art. 28.

Same as above.

Same as above.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 39.

Same as CC 1808, p. 378, Art. 28, above.

Same as CC 1808, p. 379, Art. 28, above; but no punctuation after "expulsé."

ART. 2713. When the lessor has given notice to the lessee, in the manner* directed by law, to quit the property, and the lessee persists in remaining on it, the lessor may have him summoned before a judge or a justice of the peace, and condemned to depart; and if, three days after notice of the judgment he has not obeyed, the judge or justice of the peace may order that he shall be expelled and that the property shall be cleared by the sheriff or constable, at his expense.

The mode of proceeding in such cases is provided for by special laws.

RCC—2686, 2687, 2689, 2712, 2714. Acts 1888, No. 96 (as am. by 1894, No. 23; 1900, No. 52; 1908, No. 313; 1918, No. 49; 1926, No. 55; 1936, No. 200). Const. 1921, VII, 48.

RCC 1870, Art. 2713.

(Same as Art. 2713 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2683.

(Projet, p. 323. Addition † adopted; no comment)

When the lessor has given notice to the lessee, in the manner* directed by the law, to quit the property, and the lessee persists in remaining on it, the lessor may have him summoned before a justice of the peace, and condemned to depart; and if, three days after notice of the judgment, he has not obeyed, the justice of the peace may order that he shall be expelled, and that the property shall be cleared by the constable, at his expense.

Lorsque le bailleur a fait notifier au preneur, de la manière et dans les délais* fixés par la loi, d'avoir à vider les lieux, si le preneur persiste à y rester, le bailleur peut le faire citer devant un juge de paix et le faire condamner à sortir; et si, trois jours après la notification de ce jugement, il n'y a point obéi, le juge de paix doit ordonner qu'il soit expulsé, et que le fonds loué soit vidé par tout constable à ses frais.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

*English translation of French text incomplete; should include "and within the delays."

ART. 2714. The sheriff or constable charged with the execution of this order, may force the doors and windows, if they are shut, and seize and sell such portion of the effects of the lessee as may be necessary to pay the costs.

RCC—2713, 3167.

RCC 1870, Art. 2714.

(Same as Art. 2714 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2684.

(Projet, p. 323. Addition adopted; no comment)

The constable, charged with the execution of this order, may force the doors and windows, if they are shut, and seize and sell such portion of the effects of the lessee as may be necessary to pay the costs.

Le constable chargé de l'exécution de cet ordre, pourra forcer les portes et les fenêtres, si elles sont fermées, et saisir et vendre telle partie des effets du locataire, qui sera nécessaire pour payer les frais.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

ART. 2715. The lessee is bound to cause all necessary repairs to be made which it is incumbent on lessees to make,* unless the contrary hath been stipulated.

RCC—568, 570 *et seq.*, 1259, 1901, 2314, 2322, 2693, 2694, 2716 *et seq.*, 3217.

RCC 1870, Art. 2715.

Same as above.

CC 1825, Art. 2685.

(No reference in Projet)

Same as above.

A moins de clauses contraires et expresses, le preneur est tenu, de droit, des réparations locatives, ou de menu entretien.*

CC 1808, p. 378, Art. 29.**-p. 379, Art. 29.**

The lessee is bound *ipso facto* to cause all the necessary repairs to be

Same as above.

made which are actually to be made by tenants,* unless the contrary hath been stipulated by contract.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 42.

The lessee is bound for all repairs incumbent upon the lessee or minor repairs, unless the contrary hath been stipulated. A moins de clause contraire, le preneur est tenu des réparations locatives ou de menu entretien.

*Note error in English translation of French text; "to cause all necessary repairs to be made which it is incumbent on lessees to make" in CC 1825, and "*ipso facto* to cause all the necessary repairs to be made which are actually to be made by tenants" in CC 1808 should be "*ipso facto* for all repairs incumbent upon the lessee, or minor repairs."

ART. 2716. The repairs, which must be made at the expense of the tenant, are those which, during the lease, it becomes necessary to make:

To the hearth, to the back of chimneys and chimney casing.*

To the plastering of the lower part of interior walls.

To the pavement of rooms, when it is but partially broken, but not when it is in a state of decay.

For replacing window glass, when broken accidentally, but not when broken either in whole or in their greatest part by a hail storm or by any other inevitable accident.

To windows, shutters, partitions, shop windows, locks and hinges,** and everything of that kind, according to the custom of the place.

RCC—570 *et seq.*, 1259, 2692 *et seq.*, 2715, 2717, 2720.

RCC 1870, Art. 2716. (Same as Art. 2716 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2686. (No reference in Projet)

Par. 1 same as par. 1, above; but comma (,) after "are."

To the hearth, back of chimneys and chimney casings*;

Pars. 3-6 same as pars. 3-6, above; but semicolon (;) after "walls", after "decay", and after "accident."

Les réparations locatives sont celles qui deviennent nécessaires pendant la durée du bail;

Aux âtres, contre-cœurs, chambranles et tablettes de cheminées*;

Au recrépiment du bas des murailles des appartemens;

Aux pavés et carreaux des chambres, lorsqu'il y en a seulement quelques-uns de cassés, et que tout le pavé, en général, n'est pas devenu mauvais par vétusté;

Aux vitres, excepté qu'elles ne soient cassées en totalité, ou en leur plus grande partie, par la grêle, ou autres accidens de force majeure;

Aux portes, croisées, planches de cloison et de fermeture de boutique, gonds, tarjettes, [targettes] serrures** et autres, suivant l'usage des lieux.

CC 1808, p. 378, Art. 30.

The repairs which must be made at the expence of the tenant are those of hearth, back of chimneys, chimney ornaments* and*** interior walls, a

-p. 379, Art. 30.

Pars. 1-5 same as pars. 1-5, above; but comma (,) after "locatives"; no punctuation after "totalité", after "partie", or after "grêle."

tenant must also cause any broken tile used in the paving of rooms to be replaced, but he shall not be obliged to repair said pavement, if it is entirely broken or worn out; a tenant must replace at his own expence any window glass accidentally broken, but he cannot be compelled to replace them, if they have been broken either in whole or in their greatest part by a hail storm or by any other accident which cannot be foreseen. He is also bound to keep in repair the doors, window shutters, the partitions, the shop windows, the locks** and every thing of that kind as is regulated by customs.

CN 1804, Art. 1754.

Repairs incumbent upon the tenant or minor repairs for which the lessee is bound, unless there be a clause to the contrary, are those designated as such by the custom of the place, and, among others, the repairs which must be made:

To hearths, backs of chimneys and mantelpieces;

To the plastering of the lower part of interior walls of apartments and other dwelling places, to the height of one meter;

To the pavement of rooms, when it is but partially broken;

For replacing window glass, unless broken by hail or other inevitable accident for which the lessee cannot be held responsible;

To doors, casement windows, wooden partitions or shutters of shops, hinges, bolts and locks.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 43.

The repairs are those which, during the lease, it becomes necessary to make:

To hearths, backs of chimneys and mantelpieces;

Pars. 3, 4 same as CC 1825, Art. 2686, pars. 3, 4, above.

For replacing window glass, but not when broken by hail;

To doors, casement windows, wooden partitions or shutters of shops, hinges, bolts and locks, when they are missing or when they have been removed by force or broken and damaged otherwise than by decay or by their poor quality;

And other things indicated by the custom of the place.

Aux portes, croisées, planches de cloison et de fermeture de boutiques, gonds, targettes et serrures,** et autres suivant l'usage des lieux.

Les réparations locatives ou de menu entretien dont le locataire est tenu, s'il n'y a clause contraire, sont celles désignées comme telles par l'usage des lieux, et, entre autres, les réparations à faire,

Par. 2 same as par. 2, above.

Au recrépiment du bas des murailles des appartemens et autres lieux d'habitation, à la hauteur d'un mètre;

Aux pavés et carreaux des chambres, lorsqu'il y en a seulement quelques-uns de cassés;

Aux vitres, à moins qu'elles ne soient cassées par la grêle, ou autres accidents extraordinaires et de force majeure, dont le locataire ne peut être tenu;

Aux portes, croisées, planches de cloison ou de fermeture de boutiques, gonds, targettes et serrures.

Les réparations sont celles qui deviennent nécessaires pendant la durée du bail,

Pars. 2-4 same as CC 1808, p. 379, Art. 30, pars. 2-4, above; but no punctuation after "pavé", or after "général."

Aux vitres, excepté qu'elles ne soient cassées par la grêle;

Aux portes, croisées, planches de cloison ou de fermeture des boutiques, gonds, targettes et serrures, lorsqu'il en manque, ou qu'elles ont été détachées par violence, ou cassées et endommagées autrement que par vétusté, ou par leur mauvaise qualité;

Et autres désignées par l'usage des lieux.

*Note error in English translation of French text; "chimney casing" and "chimney ornaments" should be "mantelpieces."

**Note error in English translation of French text; this list should read: "To doors, casement windows, wooden partitions and shop shutters, hinges, bolts, locks."

***English translation of French text incomplete; should include "the plastering of the lower part of."

ART. 2717. The expenses of the repairs, which unforeseen events or decay may render necessary, must be supported by the lessor, though such repairs be of the nature of those which are usually done by the lessee.

RCC—2692 *et seq.*, 2697, 2715, 2716, 2718 *et seq.*, 2723, 2908.

RCC 1870, Art. 2717.

Same as above.

CC 1825, Art. 2687.

(No reference in Projet)

Same as above.

Aucune des réparations réputées locatives, n'est à la charge des locataires, quand elles ne sont occasionnées que par vétusté ou force majeure.

CC 1808, p. 378, Art. 31.

Same as above; but no punctuation after "the repairs."

-p. 379, Art. 31.

Same as above; but no punctuation after "locataires."

CN 1804, Art. 1755.

Same as above.

Same as above; but no punctuation after "locatives"; comma (,) after "locataires."

ART. 2718. The cleaning of wells and necessities shall be at the expense of the lessor, unless the contrary has been stipulated.

RCC—1901, 2693, 2717.

RCC 1870, Art. 2718.

Same as above.

CC 1825, Art. 2688.

(No reference in Projet)

Same as above.

Le curement des puits et celui des fosses d'aisance, sont à la charge du bailleur, s'il n'y a clause contraire.

CC 1808, p. 378, Art. 32.

The cleaning of wells and necessary houses shall be at the expense of the lessor, unless the contrary has been stipulated.

-p. 379, Art. 32.

Same as above; but no punctuation after "d'aisance."

CN 1804, Art. 1756.

Same as above.

Same as above.

ART. 2719. If an inventory has been made of the premises in which the situation, at the time of the lease, has been stated, it shall be the duty of the lessee to deliver back everything in the same state in which it was when taken possession of by him, making, however, the necessary allowance for wear and tear and for unavoidable accidents.

RCC—550, 557, 577, 1933, 2130, 2219, 2697, 2717, 2720, 2722, 2723, 2726, 2729, 2743, 2900, 2902, 2945.

RCC 1870, Art. 2719.

Same as above.

CC 1825, Art. 2689.

(No reference in Projet)

Same as above; but comma (,) after "premises", and after "was"; no punctuation after "making", or after "however."

S'il a été fait un état des lieux entre le bailleur et le preneur au commencement du bail, le preneur doit rendre la chose telle qu'il l'a reçue suivant cet état, excepté ce qui a péri ou a été dégradé par vétusté ou force majeure.

CC 1808, p. 378, Art. 33.

Same as above; but no punctuation after "premises", or after "situation."

-p. 379, Art. 33.

Same as above.

CN 1804, Art. 1730.

If an inventory has been made of the premises, it shall be the duty of the lessee to deliver back everything in the same state in which it was when taken possession of by him, making, however, the necessary allowance for wear and tear and for unavoidable accidents.

S'il a été fait un état des lieux entre le bailleur et le preneur, celui-ci doit rendre la chose telle qu'il l'a reçue, suivant cet état, excepté ce qui a péri ou a été dégradé par vétusté ou force majeure.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 45.

Same as CC 1808, p. 378, Art. 33, above.

Same as CC 1808, p. 379, Art. 33, above.

ART. 2720. If no inventory has been made, the lessee is presumed to have received the thing in good order, and he must return it in the same state, with the exceptions contained in the preceding article.

RCC—2285, 2693, 2694, 2715 *et seq.*, 2719, 2722, 2726.

RCC 1870, Art. 2720.

Same as above.

CC 1825, Art. 2690.

Same as above.

(No reference in Projet)

S'il n'a pas été fait d'état des lieux, le preneur est censé les avoir reçus en bon état, et doit les rendre tels, sauf l'exception portée en l'article précédent.

CC 1808, p. 378, Art. 34.

If no inventory has been made, the lessee is presumed to have received the thing in good order, and he must return it in the same state, with the exceptions only contained in the preceding article.

-p. 379, Art. 34.

Same as above; but "reçus" misspelled "reçues."

CN 1804, Art. 1731.

If no inventory has been made, the lessee is presumed to have received the thing in good order as to tenant's repairs, and must return it in the same state, unless there is proof to the contrary.

S'il n'a pas été fait d'état des lieux, le preneur est présumé les avoir reçus en bon état de réparations locatives, et doit les rendre tels, sauf la preuve contraire.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 46.

If no inventory has been made, the lessee is presumed to have received the thing in good order, and he must return it in the same state.

S'il n'a pas été fait d'état des lieux, le preneur est présumé les avoir reçus en bon état, et doit les rendre tels.

ART. 2721. The lessee is only liable for the injuries and losses sustained through his own fault.

RCC—2314, 2315 *et seq.*, 2322, 2697, 2722, 2723, 2725, 2768, 2902, 2967.

RCC 1870, Art. 2721.

Same as above.

CC 1825, Art. 2691.

Same as above.

(No reference in Projet)

Le preneur n'est tenu que des dégradations et des pertes qui arrivent par sa faute.

CC 1808, p. 378, Art. 35.

Same as above.

-p. 379, Art. 35.

Same as above.

CN 1804, Art. 1732.

He is responsible for the injuries and losses sustained during his enjoyment, unless he proves that they have not been sustained through his own fault.

Il répond des dégradations ou des pertes qui arrivent pendant sa jouissance, à moins qu'il ne prouve qu'elles ont eu lieu sans sa faute.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 47.

Same as CC 1808, p. 378, Art. 35, above.

Same as CC 1808, p. 379, Art. 35, above.

ART. 2722. He is, however, liable for the waste committed by the persons of his family,* or by those to whom he may have made a sublease.

RCC—2315 *et seq.*, 2697, 2719 *et seq.*, 2723, 2725, 2967, 3007, 3008.

RCC 1870, Art. 2722.

Same as above.

CC 1825, Art. 2692.

(No reference in Projet)

Same as above; but no punctuation after "is", or after "however."

Il répond cependant de celles qui arrivent par le fait des personnes de sa maison,* et des sous-locataires qu'il y place.

CC 1808, p. 378, Art. 36.

Same as above; but no punctuation after "family."

-p. 379, Art. 36.

Same as above.

CN 1804, Art. 1735.

The lessee is liable for the injuries and losses committed by the persons of his household or by those to whom he may have made a sublease.

Le preneur est tenu des dégradations et des pertes qui arrivent par le fait des personnes de sa maison ou de ses sous-locataires.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 48.

He is, however, liable for the waste committed by the persons of his household, or by those to whom he may have made a sublease.

Same as CC 1808, p. 379, Art. 36, above.

*Note error in English translation of French text; "family" should be "household."

ART. 2723. He can only be liable for the destruction occasioned by fire, when it is proved that the same has happened either by his own fault or neglect, or by that of his family.*

RCC—237, 1250, 1933, 2155, 2219, 2285, 2317, 2318, 2697, 2717, 2719, 2721, 2722, 2900, 2939.

RCC 1870, Art. 2723.

Same as above.

CC 1825, Art. 2693.

(No reference in Projet)

Same as above.

Il ne répond de l'incendie, qu'autant qu'il est prouvé qu'il est arrivé par sa faute ou sa négligence, ou celle des personnes de sa maison.*

CC 1808, p. 378, Art. 37.

Same as above; but no punctuation after "neglect."

-p. 379, Art. 37.

Same as above; but no punctuation after "l'incendie."

CN 1804, Art. 1733.

He is liable for the destruction occasioned by fire, unless he proves:

That the fire has happened by accident or *vis major*, or by a vice of construction;

Or that the fire has spread from a neighboring house.

Il répond de l'incendie, à moins qu'il ne prouve,

Que l'incendie est arrivé par cas fortuit ou force majeure, ou par vice de construction,

Ou que le feu a été communiqué par une maison voisine.

*Note error in English translation of French text; "family" should be "household."

ART. 2724. It is the duty of a farmer of a predial estate, to prevent the same being encroached upon, and in case of such encroachment, to give notice to the proprietor, in defect of which he shall be liable in damages.

RCC—556, 591, 831, 2703, 2704. CP—48.

RCC 1870, Art. 2724.

(Same as Art. 2724 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2694.

(No reference in Projet)

It is the duty of a farmer of predial estate, to prevent the same being encroached upon, and in case of such encroachment, to give notice to the proprietor, in defect of which he shall be liable in damages.

Le fermier d'un fonds rural est tenu d'empêcher les usurpations qui peuvent être commises sur le fonds, et d'en avertir le propriétaire, à peine de tous dommages-intérêts.

CC 1808, p. 378, Art. 38.

It is the duty of a farmer of a prædial estate, to prevent the same being encroached upon and to give notice to the proprietor, in case any such encroachment be made; the farmer of a prædial estate by neglect to do [so], would render himself liable for all damages resulting from said usurpation.

-p. 379, Art. 38.

Same as above; but comma (,) after "rural."

CN 1804, Art. 1768, par. 1.

The lessee of a predial estate is obliged, under penalty of all costs, and damages, to give notice to the proprietor of any encroachment thereon.

Le preneur d'un bien rural est tenu, sous peine de tous dépens, dommages et intérêts, d'avertir le propriétaire, des usurpations qui peuvent être commises sur les fonds.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 51.

It is the duty of the farmer of a predial estate to prevent the same being encroached upon, or in case of such encroachment, to give notice to the proprietor, in defect of which he shall be answerable for them.

Le fermier d'un bien rural est tenu d'empêcher les usurpations qui peuvent être commises sur les fonds, ou d'en avertir le propriétaire, à peine d'en répondre.

ART. 2725. The lessee has the right to underlease, or even to cede his lease to another person, unless this power has been expressly interdicted.

The interdiction may be for the whole, or for a part; and this clause is always construed strictly.

RCC—555, 638, 643, 2706, 2721, 2722, 2730.

RCC 1870, Art. 2725.

Same as above.

CC 1825, Art. 2696.

(Projet, p. 324. Amendment adopted; no comment)

Same as above.

Le preneur a le droit de sous-louer, et même de céder son bail à un autre, si cette faculté ne lui a pas été interdite. Elle peut être interdite pour le tout ou partie, et cette clause est toujours de rigueur.

CC 1808, p. 374, Art. 9.

The lessee has a right to make a sublease and also to transfer his lease to another person, unless the contract stipulates that he shall not have the said right. It may be stipulated by contract that the lessee shall not let out any part of the thing, or that he shall only let a part of it. These conditions must always be strictly enforced.

-p. 375, Art. 9.

Same as above; but comma (,) after "tout."

CN 1804, Art. 1717.

Same as above.

Le preneur a le droit de sous-louer, et même de céder son bail à un autre, si cette faculté ne lui a pas été interdite. Elle peut être interdite pour le tout ou partie.
Cette clause est toujours de rigueur.

ART. 2726. The lessee has a right to remove the improvements and additions which he has made to the thing let, provided he leaves it in the state in which he received it.

But if these additions be made with lime and cement, the lessor may retain them, on paying a fair price.

RCC—467, 468, 508, 2719, 2720. Acts 1912, No. 51.

RCC 1870, Art. 2726.

Same as above.

CC 1825, Art. 2697.

(Projet, p. 324. Addition † adopted; no comment)

Same as above.

Le preneur a le droit d'enlever les améliorations et augmentations qu'il a faites à la chose louée, en remettant la chose dans le même état qu'il l'a prise. Cependant si ces augmentations sont à chaux ou à ciment, le locateur a le droit de les retenir, en payant le juste prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Section 4—OF THE DISSOLUTION OF LEASES

ART. 2727. The lease ceases of course, at the expiration of the time agreed on.

RCC—1817, 1993, 2047, 2048, 2057 *et seq.*, 2685, 2686, 2688, 2728, 2734, 2906, 2955, 3059.

RCC 1870, Art. 2727.

Same as above.

CC 1825, Art. 2698.

(Projet, p. 324. Amendment † adopted; no comment)

Same as above.

Le bail cesse de plein droit à l'expiration du terme fixé.

CC 1808, p. 374, Art. 13.

A lease ceases *ipso facto* at the expiration of the time limited for its duration whether it be for a house or for a prædial estate.

-p. 375, Art. 13.

Le bail cesse de plein droit à l'expiration du tems fixé, tant à l'égard des maisons que du fonds de terre.

CN 1804, Art. 1737.

The lease ceases of right at the expiration of the time agreed upon, when it was made with a fixed term,* without the necessity of giving notice.

Le bail cesse de plein droit à l'expiration du terme fixé, lorsqu'il a été fait par écrit,* sans qu'il soit nécessaire de donner congé.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 22.

The lease ceases of right at the expiration of the time agreed upon, both as to houses and predial estates, when it has been made with a fixed term.*

Le bail cesse de plein droit à l'expiration du terme fixé, tant à l'égard des maisons que des fonds de terre, lorsqu'il a été fait par écrit.*

See note () under RCC 1870, Art. 2685, above.

ART. 2728. It is also dissolved* by the loss of the thing leased.

RCC—577, 613 *et seq.*, 1643, 1700, 1899, 1933, 2130, 2219, 2220, 2455, 2697, 2699, 2711, 2719, 2720, 2722, 2727, 2743, 2785, 2876, 2899.

RCC 1870, Art. 2728.

Same as above.

CC 1825, Art. 2699.

(Projet, p. 324. Amendment adopted; no comment)

Same as above.

Il est aussi résolu de plein droit* par la perte de la chose louée.

CC 1808, p. 378, Art. 40.

A contract for letting out, is dissolved by the loss of the thing let out, or by the refusal either of the lessor or of the lessee to fulfil their engagements.

-p. 379, Art. 40.

Le contrat de louage se résout par la perte de la chose louée, et par le défaut respectif du bailleur et du preneur de remplir leurs engagements.

CN 1804, Art. 1741.

Same as above.

Same as above; but comma (,) after "preneur."

*English translation of French text incomplete; should include "by operation of law."

ART. 2729. The neglect of the lessor or lessee to fulfill his engagements, may also give cause for a dissolution of the lease, in the manner expressed concerning contracts in general, except that the judge can not order any delay of the dissolution.

RCC—1901, 2045 *et seq.*, 2692 *et seq.*, 2703, 2710 *et seq.*, 2719, 3167.

RCC 1870, Art. 2729.

(Same as Art. 2729 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2700.

(Projet, p. 324. Amendment † adopted; no comment)

The neglect of the lessor or lessee to fulfil their engagements, may also give cause for a dissolution of the lease,

Le défaut respectif du bailleur et du preneur de remplir leurs engagements, donne lieu à la résolution du louage, de

in the manner expressed concerning contracts in general, except that the judge cannot order any delay of the dissolution.

la manière exprimée à l'égard des contrats en général, excepté que le juge ne peut accorder de délai pour cette résolution.

CC 1808, pp. 378, 379, Art. 40.

Quoted under RCC 1870, Art. 2728, above.

CN 1804, Art. 1741.

Quoted under RCC 1870, Art. 2728, above.

ART. 2730. A lease made by one having a right of usufruct, ends when the right of usufruct ceases.

The lessee has no right to an indemnification from the heirs of the lessor, if the lessor has made known to him the title under which he possessed.

RCC—555, 606, 2375, 2674, 2681, 2684, 2725, 2731.

RCC 1870, Art. 2730.

Same as above.

CC 1825, Art. 2701.

(No reference in Projet)

Same as above.

Le bail, passé par un usufruitier, finit avec l'usufruit.

Le preneur n'a aucune indemnité à réclamer des héritiers du bailleur, si celui-ci lui a fait connaître le titre de sa jouissance.

CC 1808, p. 380, Art. 41.

Par. 1 same as par. 1, above.

The lessee has no right to an indemnification from the heirs of the lessor if said lessor has made known to him the title under which he possessed.

-p. 381, Art. 41.

Same as above; but no punctuation after "bail", or after "usufruitier."

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 53.

Same as CC 1808, p. 380, Art. 41, above.

Same as CC 1808, p. 381, Art. 41, above.

ART. 2731. A contract for letting out is not dissolved by the death of the lessor, nor by that of the lessee; their respective heirs are bound by the contract.

RCC—606, 940, 943, 1763, 1810, 1997, 1999, 2008, 2730, 2766, 2897, 3511.

RCC 1870, Art. 2731.

Same as above.

CC 1825, Art. 2702.

(No reference in Projet)

Same as above.

Le contrat de louage n'est point résolu par la mort du bailleur ni par celle du preneur.

Les héritiers sont tenus respectivement des mêmes obligations.

CC 1808, p. 380, Art. 42.

A contract for letting out a thing, is not dissolved by the death of the lessor nor by that of the lessee; their respective heirs are bound by the contract.

-p. 381, Art. 42.

Same as above; but comma (,) after "bailleur."

CN 1804, Art. 1742.

Same as clause 1, above.

Same as par. 1, above.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 54.Same as CC 1808, p. 380, Art. 42,
above.

Par. 1 same as above.

Les héritiers sont respectivement
tenus des mêmes obligations.

ART. 2732. The lessor can not dissolve the lease for the purpose of occupying himself the premises, unless that right has been reserved to him by the contract.

RCC—1901, 2733, 2734, 2907.

RCC 1870, Art. 2732.

Same as above.

CC 1825, Art. 2703.

(No reference in Projet)

Same as above.

Le bailleur ne peut résoudre la location, encore qu'il déclare vouloir occuper par lui-même la chose louée, s'il n'y a convention contraire.

CC 1808, p. 380, Art. 43.

Same as above.

-p. 381, Art. 43.

Le bailleur ne peut résoudre la location, encore qu'il déclare vouloir occuper par lui-même la chose louée, s'il n'y a eu convention contraire.

CN 1804, Art. 1761.

Same as above.

Le bailleur ne peut résoudre la location, encore qu'il déclare vouloir occuper par lui-même la maison louée, s'il n'y a eu convention contraire.

ART. 2733. If the lessor sells the thing leased, the purchaser can not turn out the tenant before his lease has expired, unless the contrary has been stipulated in the contract.

RCC—617, 2015, 2246, 2266, 2692, 2732, 2735 *et seq.*, 2742.**RCC 1870, Art. 2733.**

Same as above.

CC 1825, Art. 2704.

(No reference in Projet)

Same as above; but comma (,) after
"tenant."

Si le bailleur vend la chose louée, l'acquéreur ne peut expulser le fermier ou locataire avant l'expiration du temps fixé pour le bail, à moins que la réserve n'en ait été faite par le contrat de bail.

CC 1808, p. 380, Art. 44.

Same as above.

-p. 381, Art. 44.

Same as above; but comma (,) after
"locataire."

CN 1804, Art. 1743.

If the lessor sells the thing leased, the purchaser cannot turn out the tenant who has a lease by notarial act or of certain date, unless the contrary has been stipulated in the contract.

Si le bailleur vend la chose louée, l'acquéreur ne peut expulser le fermier ou le locataire qui a un bail authentique ou dont la date est certaine, à moins qu'il ne se soit réservé ce droit par le contrat de bail.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 56.

If the lessor sells the thing leased, the purchaser cannot turn out the tenant, unless the contrary has been stipulated in the contract.

Si le bailleur vend la chose louée, l'acquéreur ne peut expulser le fermier ou locataire, à moins que la réserve n'en ait été faite dans le contrat de bail.

ART. 2734. If the lessor has reserved to himself in the agreement, the right of taking possession of the thing leased whenever he should think proper, he is not bound to make any indemnification to the lessee, unless it be specified by the contract; the lessor is only bound in that case, to give him the legal notice or warning prescribed in article 2686.

RCC—2118, 2686, 2691, 2727, 2732, 2739, 2741, 2907. Acts 1888, No. 96 (as am. by 1894, No. 23; 1900, No. 52; 1908, No. 313; 1918, No. 49; 1926, No. 55; 1936, No. 200).

RCC 1870, Art. 2734. (Same as Art. 2734 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2705. (No reference in Projet)

If the lessor has reserved to himself in the agreement, the right of taking possession of the thing leased, whenever he should think proper, he is not bound to make any indemnification to the lessee, unless it be specified by the contract; the lessor is only bound in that case, to give him the legal notice or warning prescribed in article 2656.

S'il a été convenu lors du bail, que le bailleur pourrait venir occuper la maison, il ne doit, le cas arrivant, aucuns dommages-intérêts au locataire, s'il n'y a eu convention contraire.

Seulement, il doit lui donner avertissement ou congé, au temps d'avance prescrit par l'article 2656 ci-dessus.

CC 1808, p. 380, Art. 45.

If the lessor has reserved to himself in the agreement, the right of taking possession of the thing leased, whenever he should think proper, he is not bound to make any indemnification to the lessee, unless it be specified by the contract; the lessor is only bound in that case, to give him the legal notice or warning prescribed in the 11th preceding article.

-p. 381, Art. 45.

Par. 1 same as par. 1, above; but comma (,) after "convenu."

Seulement, il doit lui donner avertissement ou congé, au tems d'avance prescrit par l'article XI ci-dessus.

CN 1804, Art. 1762.

If the lessor has reserved to himself in the contract, the right of taking possession of the house, he is obliged to give notice in advance within the time determined by the custom of the place.

S'il a été convenu, dans le contrat de louage, que le bailleur pourrait venir occuper la maison, il est tenu de signifier d'avance un congé aux époques déterminées par l'usage des lieux.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 57.

If the lessor has reserved to himself in the contract, the right of taking possession of the thing leased, whenever he should think proper, he is not bound to make any indemnification to the lessee, unless it be specified by the contract;

The lessor is only bound to give him notice within the customary delay of the place.

S'il a été convenu dans le contrat de louage que le bailleur pourrait venir occuper la maison, il ne doit, le cas arrivant, aucuns dommages et intérêts au locataire, s'il n'y a eu convention contraire.

Seulement, il doit lui signifier un congé au temps d'avance usité dans le lieu.

ART. 2735. If it has been agreed by the parties, at the time the lease was made, that in case the property was sold the purchaser should be at liberty to take immediate possession, and if no indemnification has been stipulated, the lessor shall be bound to indemnify the lessee in the following manner.

RCC—1934, 2733, 2736 *et seq.*

RCC 1870, Art. 2735.

Same as above.

CC 1825, Art. 2706.

(No reference in Projet)

Same as above; but comma (,) after "sold."

S'il a été convenu lors du bail, qu'en cas de vente, l'acquéreur pourrait expulser le fermier ou locataire, et qu'il n'ait [été] fait aucune stipulation sur les dommages-intérêts, le bailleur est tenu d'indemniser le fermier ou locataire de la manière suivante.

CC 1808, p. 380, Art. 46.

If it has been agreed by the parties, at the time the lease was made, that in case the property was sold, the purchaser should be at liberty to take immediate possession, and if no indemnity has been stipulated, the lessor shall be bound to indemnify the lessee in the following manner.

-p. 381, Art. 46.

S'il a été convenu, lors du bail, qu'en cas de vente, l'acquéreur pourrait expulser le fermier ou locataire, et qu'il n'ait été fait aucune stipulation sur les dommages-intérêts, le bailleur est tenu d'indemniser le fermier ou le locataire, de la manière suivante.

CN 1804, Art. 1744.

Same as above.

S'il a été convenu, lors du bail, qu'en cas de vente l'acquéreur pourrait expulser le fermier ou locataire, et qu'il n'ait été fait aucune stipulation sur les dommages et intérêts, le bailleur est tenu d'indemniser le fermier ou le locataire de la manière suivante.

ART. 2736. If it be a house, room or shop, the lessor shall pay as indemnification to the evicted tenant a sum equal to the amount of the rent, for the time, which, according to article 2686, is to elapse between the notice and the going out.

RCC—1934, 2686, 2735, 2737 *et seq.* Acts 1888, No. 96 (as am. by 1894, No. 23; 1900, No. 52; 1908, No. 313; 1918, No. 49; 1926, No. 55; 1936, No. 200).

RCC 1870, Art. 2736.

(Same as Art. 2736 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2707.

(No reference in Projet)

If it be a house, room or shop, the lessor shall pay as an indemnification to the evicted tenant, a sum equal to the amount of the rent, for the time, which, according to the article 2656, is to elapse between the notice and the going out.

S'il s'agit d'une maison, appartement ou boutique, le bailleur payera, à titre de dommages-intérêts, au locataire évincé, une somme égale au prix du loyer, pendant le temps qui, suivant l'article 2656, ci-dessus, est accordé entre le congé et la sortie.

CC 1808, p. 380, Art. 47.

If it be a house, room or shop, the lessor shall pay, as an indemnification to the evicted tenant, a sum equal to the amount of the rent for the time granted in the 11th article between receiving the warning and going out.

-p. 381, Art. 47.

S'il s'agit d'une maison, appartement ou boutique, le bailleur payera, à titre de dommages intérêts, au locataire évincé, une somme égale au prix du loyer, pendant le tems qui, suivant l'article XI ci-dessus, est accordé entre le congé et la sortie.

CN 1804, Art. 1745.

If it be a house, room or shop, the lessor shall pay, as an indemnification to the evicted tenant, a sum equal to the amount of the rent for the time granted by the custom of the place between receiving the warning and going out.

S'il s'agit d'une maison, appartement ou boutique, le bailleur paye, à titre de dommages et intérêts, au locataire évincé, une somme égale au prix du loyer, pendant le temps qui, suivant l'usage des lieux, est accordé entre le congé et la sortie.

ART. 2737. If it be a predial estate, the indemnification to be paid by the lessor to the evicted farmer, shall be the third of the price of the rent, during the time which has yet to elapse.

RCC—2500, 2735, 2736, 2739 *et seq.*

RCC 1870, Art. 2737.

Same as above.

CC 1825, Art. 2708.

Same as above.

(No reference in Projet)

S'il s'agit de biens ruraux, l'indemnité, que le bailleur doit payer, est du tiers du prix du bail pour le temps qui reste à courir.

CC 1808, p. 380, Art. 48.

If it be a predial estate, the indemnification to be paid by the lessor to the evicted farmer, shall be the third of the price of the rent, during the time not yet elapsed to the expiration of the lease.

-p. 381, Art. 48.

Same as above; but "de" spelled "des"; no punctuation after "l'indemnité."

CN 1804, Art. 1746.

Same as above.

S'il s'agit de biens ruraux, l'indemnité que le bailleur doit payer au fermier, est du tiers du prix du bail pour tout le temps qui reste à courir.

ART. 2738. The *quantum* of damages shall be determined by skillful men, when the controversy relates to manufactures, mines and things of that kind, which require great disbursements.

RCC—15, 1934, 1947, 2500, 2736.

RCC 1870, Art. 2738.

Same as above.

CC 1825, Art. 2709.

Same as above.

(No reference in Projet)

L'indemnité se réglera par experts, s'il s'agit de manufactures, de mines, ou autres établissements qui exigent de grandes avances.

CC 1808, p. 380, Art. 49.

Same as above; but no punctuation after "kind."

-p. 381, Art. 49.

Same as above; but no punctuation after "mines"; comma (,) after "établissements."

CN 1804, Art. 1747.

The *quantum* of damages shall be determined by skillful men when the controversy relates to manufactures, factories and things of that kind which require great disbursements.

L'indemnité se réglera par experts, s'il s'agit de manufactures, usines, ou autres établissements qui exigent de grandes avances.

ART. 2739. The purchaser who wishes to use the right reserved by the lease, is moreover bound to give previous notice to the tenant according to article 2686.

The farmers of predial estates shall have one year's notice.

RCC—1817, 2500, 2686 *et seq.*, 2734 *et seq.*, 2740. Acts 1888, No. 96 (as am. by 1894, No. 23; 1900, No. 52; 1908, No. 313; 1918, No. 49; 1926, No. 55; 1936, No. 200).

RCC 1870, Art. 2739.

(Same as Art. 2739 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2710.

(No reference in Projet)

The purchaser, who wishes to use the right reserved by the lease, is moreover bound to give previous notice to the tenant according to article 2656.

L'acquéreur, qui veut user de la faculté réservée par le bail, est en outre tenu d'avertir le locataire au temps prescrit par l'article 2656, ci-dessus, pour les congés.

The farmers of predial estates shall have one year notice.

Il doit aussi avertir le fermier des biens ruraux, au moins un an à l'avance.

CC 1808, p. 380, Art. 50.

The purchaser of a leased inheritance, where the right of taking possession has been reserved, shall however previous to taking possession of the same, give to the tenant of said estate the warning required by the 11th article.

Par. 2 same as par. 2, above.

-p. 381, Art. 50.

L'acquéreur, qui veut user de la faculté réservée par le bail, est en outre tenu d'avertir le locataire, au tems prescrit par l'article XI ci-dessus, pour les congés.

Par. 2 same as par. 2, above.

CN 1804, Art. 1748.

The purchaser who wishes to use the right reserved by the lease, to evict the lessee or tenant in case of sale, is moreover bound to give previous notice to the tenant, within the customary delay of the place.

Par. 2 same as par. 2, above.

L'acquéreur qui veut user de la faculté réservée par le bail, d'expulser le fermier ou locataire en cas de vente, est, en outre, tenu d'avertir le locataire au temps d'avance usité dans le lieu pour les congés.

Il doit aussi avertir le fermier de biens ruraux, au moins un an à l'avance.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 61, par. 1.

The purchaser who wishes to use the right reserved by the lease, is moreover bound to give previous notice to the tenant within the customary delay of the place.

L'acquéreur qui veut user de la faculté réservée par le bail, est, en outre, tenu d'avertir le locataire au temps d'avance usité dans le lieu pour les congés;

ART. 2740. Previous to the expulsion of a farmer or tenant, the before prescribed indemnifications must be paid to him, either by the lessor, or, in his default, by the new purchaser. (As amended by Acts 1871, No. 87)

RCC—1912, 2687, 2735 *et seq.*, 2741.

RCC 1870, Art. 2740.

(Same as Art. 2740 of Proposed Revision of 1869)

Previous to the expulsion of a farmer or tenant, the before prescribed indemnifications must be paid to him, either by the lessor, or in his defect, by the new purchaser.

CC 1825, Art. 2711.

(No reference in Projet)

Previous to the expulsion of a farmer or tenant, the afore prescribed indemnifications must be paid to him, either by the lessor, or, in his defect, by the new purchaser.

Les fermiers ou les locataires ne peuvent être expulsés, qu'ils ne soient payés par le bailleur, ou à son défaut par le nouvel acquéreur, des dommages-intérêts ci-dessus expliqués.

CC 1808, p. 380, Art. 51.

Previous to the eviction of a farmer or tenant, the afore prescribed indemnifications must be paid to him either by the lessor, or in his defect by the new purchaser.

-p. 381, Art. 51.

Same as above; but comma (,) after "défaut."

CN 1804, Art. 1749.

Same as above.

Les fermiers ou les locataires ne peuvent être expulsés qu'ils ne soient payés par le bailleur, ou, à son défaut, par le nouvel acquéreur, des dommages et intérêts ci-dessus expliqués.

ART. 2741. If the lease has not been reduced to writing, the purchaser can not be compelled to give any indemnification.

RCC—2272, 2683, 2734 *et seq.*, 2740.

RCC 1870, Art. 2741.

Same as above.

CC 1825, Art. 2712.

Same as above.

(No reference in Projet)

Si le bail n'est pas fait par écrit, l'acquéreur n'est tenu d'aucuns dommages-intérêts.

CC 1808, p. 380, Art. 52.

Same as above.

-p. 381, Art. 52.

Same as above.

CN 1804, Art. 1750.

If the lease was not made by public act or has no certain date, the purchaser cannot be compelled to give any indemnification.

Si le bail n'est pas fait par acte authentique, ou n'a point de date certaine, l'acquéreur n'est tenu d'aucuns dommages et intérêts.

ART. 2742. A person who has purchased an estate, the former proprietor of which has reserved by contract the right of redemption, can not turn out the lessee, until, by the expiration of the time fixed for the redemption, the purchaser becomes the irrevocable owner.

RCC—2567 *et seq.*, 2733.

RCC 1870, Art. 2742.

Same as above.

CC 1825, Art. 2713.

Same as above.

(No reference in Projet)

L'acquéreur, à pacte de réméré ou de rachat, ne peut user de la faculté d'expulser le preneur, jusqu'à ce que, par l'expiration du délai fixé pour le réméré, il devienne propriétaire incommutable.

CC 1808, p. 380, Art. 53.

A person who has purchased an estate, the former proprietor of which has reserved by contract, the right of redemption, cannot turn out the lessee until by the expiration of the time fixed for the said redemption, the purchaser becomes the irrevocable owner.

-p. 381, Art. 53.

Same as above.

CN 1804, Art. 1751.

Same as above.

L'acquéreur à pacte de rachat ne peut user de la faculté d'expulser le preneur, jusqu'à ce que, par l'expiration du délai fixé pour le réméré, il devienne propriétaire incommutable.

ART. 2743. The tenant of a predial estate can not claim an abatement of the rent, under the plea that, during the lease, either the whole, or a part of his crop, has been destroyed by accidents,

unless those accidents be of such an extraordinary nature, that they could not have been foreseen by either of the parties at the time the contract was made; such as the ravages of war extending over a country then at peace, and where no person entertained any apprehension of being exposed to invasion or the like.

But even in these cases, the loss suffered must have been equal to the value of one-half of the crop at least, to entitle the tenant to an abatement of the rent.

The tenant has no right to an abatement, if it is stipulated in the contract, that the tenant shall run all the chances of all foreseen and unforeseen accidents.

RCC—1891, 1899, 1901, 1933, 2120, 2219, 2697, 2719, 2728, 2744.

RCC 1870, Art. 2743.

Same as above.

CC 1825, Art. 2714.

(No reference in Projet)

Same as above; but comma (,) after "made."

Le fermier d'un bien rural ou de campagne ne peut obtenir aucune remise sur le prix du bail, sous prétexte que, pendant la durée de son bail, la totalité, ou partie de sa récolte, lui aurait été enlevée par des cas fortuits, si ce n'est que ces cas fortuits fussent d'une nature extraordinaire, et dont l'événement n'a pu raisonnablement être prévu, ou supposé par les parties, lors du contrat, tels que les ravages de la guerre au milieu d'un pays qui était en paix, et où l'on devait se croire naturellement à l'abri de toute invasion, et autres cas semblables.

Encore, pour obtenir cette remise, faut-il que la perte éprouvée soit au moins de la moitié de la récolte, et que le preneur ne soit pas chargé par le bail de tous les cas prévus ou imprévus.

CC 1808, p. 380, Art. 54.

The tenant of a predial estate cannot claim an abatement of the rent, under the plea that, during the lease, either the whole or a part of his crop, has been destroyed by accidents, unless those accidents be of such an extraordinary nature that they could not have been foreseen by either of the parties at the time the contract was made, such as the ravages of war extending over a country then at peace and where no person entertained any apprehension of being exposed to some invasion or the like;

But even in those cases, the loss suffered must have been equal to the value of one half of the crop at least, to entitle the tenant to an abatement of the rent.

The tenant has no right to an abatement, if it is stipulated in the contract, that said tenant shall run all chances of all foreseen and unforeseen accidents.

-p. 381, Art. 54.

Le fermier d'un bien rural, ou de campagne ne peut obtenir aucune remise sur le prix du bail, sous prétexte que, pendant la durée de son bail, la totalité, ou partie de sa récolte, lui aurait été enlevée par des cas fortuits, si ce n'est, que ces cas fortuits ne fussent d'une nature extraordinaire, et dont l'événement, n'a pu être raisonnablement prévu, ou supposé par les parties, lors du contrat, tels que les ravages de la guerre au milieu d'un pays qui était en paix, et où l'on devait se croire naturellement à l'abri de toute irruption, et autres semblables.

Encore, pour obtenir cette remise, faut-il que la perte éprouvée, soit au moins de la moitié de la récolte, et que le preneur ne se soit pas chargé par le bail, de tous les cas prévus, ou imprévus.

CN 1804, Art. 1769.

If the lease be made for several years, and, if, during the lease, the whole, or half, at least, of the crop has been destroyed by accident, the farmer may claim an abatement of the rent, unless he be indemnified by previous crops.

If he be not so indemnified, the abatement can be computed only at the end of the lease, at which time an average shall be taken of all the years of his occupancy.

Nevertheless, the judge may provisionally relieve the lessee from paying a portion of the rent because of the loss sustained.

-Art. 1770.

If the lease be for one year only, and the loss be for the whole or at least one-half of the fruits, the lessee's rent shall be proportionately reduced.

He has no right to an abatement, if the loss be less than one-half.

-Art. 1772.

It may be expressly stipulated that the lessee shall run all risk of accidents.

-Art. 1773.

This stipulation shall only apply to ordinary accidents, such as hail, lightning, frost or crop failure.

It shall not apply to extraordinary accidents, such as the ravages of war, or a flood, to which the country is not ordinarily subject, unless the lessee be charged with all foreseen and unforeseen accidents.

Si le bail est fait pour plusieurs années, et que, pendant la durée du bail, la totalité ou la moitié d'une récolte au moins soit enlevée par des cas fortuits, le fermier peut demander une remise du prix de sa location, à moins qu'il ne soit indemnisé par les récoltes précédentes.

S'il n'est pas indemnisé, l'estimation de la remise ne peut avoir lieu qu'à la fin du bail, auquel temps il se fait une compensation de toutes les années de jouissance;

Et cependant le juge peut provisoirement dispenser le preneur de payer une partie du prix en raison de la perte soufferte.

Si le bail n'est que d'une année, et que la perte soit de la totalité des fruits, ou au moins de la moitié, le preneur sera déchargé d'une partie proportionnelle du prix de la location.

Il ne pourra prétendre aucune remise, si la perte est moindre de moitié.

Le preneur peut être chargé des cas fortuits par une stipulation expresse.

Cette stipulation ne s'entend que des cas fortuits ordinaires, tels que grêle, feu du ciel, gelée ou coulure.

Elle ne s'entend point des cas fortuits extraordinaires, tels que les ravages de la guerre, ou une inondation, auxquels le pays n'est pas ordinairement sujet, à moins que le preneur n'ait été chargé de tous les cas fortuits prévus ou imprévus.

ART. 2744. The tenant can not obtain an abatement, when the loss of the fruit takes place after its separation from the earth, unless the lease gives to the lessor a portion of the crop in kind; in which case, the lessor ought to bear his share of the loss, provided the tenant has committed no unreasonable delay in delivering his portion of the crop.

RCC—465, 1909, 1910, 2219, 2743.

RCC 1870, Art. 2744.

Same as above.

(Same as Art. 2744 of Proposed Revision of 1869)

CC 1825, Art. 2715.

(Projet, p. 324. Addition † adopted; no comment)

The tenant cannot obtain an abatement, when the loss of the fruit takes place after its separation from the earth, unless the lease give to the proprietor a portion of the crop in kind, in which case, the proprietor ought to bear his

Le fermier ne peut obtenir de remise, lorsque la perte des fruits arrive après qu'ils sont séparés de la terre, à moins que le bail ne donne au propriétaire une quotité de la récolte en nature; auquel cas le propriétaire doit supporter

share of the loss, provided the tenant has committed no unreasonable delay in delivering his portion of the crop.

sa part de la perte, pourvu que le preneur ne fût pas en demeure de lui délivrer sa portion de récolte.

CC 1808. No corresponding article.

CN 1804, Art. 1771, par. 1.

Same as CC 1825, Art. 2715, above.

Same as CC 1825, Art. 2715, above.

Chapter 3—OF THE LETTING OUT OF LABOR OR INDUSTRY

ART. 2745. Labor may be let out in three ways:

1. Laborers may hire their services to another person.
2. Carriers and watermen hire out their services for the conveyance either of persons or of goods and merchandise.
3. Workmen hire out their labor or industry to make buildings or other works.

RCC—11, 163, 164, 167, 2673, 2675, 2746, 2751 *et seq.*, 2756 *et seq.*

RCC 1870, Art. 2745.

(Same as Art. 2745 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2716.

(No reference in Projet)

Par. 1 and subd. 1 same as par. 1 and subd. 1, above; but semicolon (;) after "person."

2. Carriers and watermen hire out their services for the conveyance either of persons or of goods and merchandizes;

Subd. 3 same as subd. 3, above.

Il y a trois espèces principales de louage de travail et d'industrie:

1. Celui des gens de travail, qui se louent au service de quelqu'un;

2. Celui des voituriers, tant par terre que par eau, qui se chargent du transport des personnes ou marchandises;

3. Les devis ou marchés d'ouvrage.

CC 1808, p. 382, Art. 55.

Same as above; but "merchandizes" spelled "merchaudizes."

-p. 383, Art. 55.

Le louage a trois objets principaux:

Subds. 1, 2 same as subds. 1, 2, above.

3. Les devis, ou marchés d'ouvrages.

CN 1804, Art. 1779.

Same as CC 1825, Art. 2716, above.

Il y a trois espèces principales de louage d'ouvrage et d'industrie:

1. Le louage des gens de travail qui s'engagent au service de quelqu'un;

2. Celui des voituriers, tant par terre que par eau, qui se chargent du transport des personnes ou des marchandises;

3. Celui des entrepreneurs d'ouvrages par suite de devis ou marchés.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 109.

Same as above.

Ce louage a trois objets principaux:

Subd. 1 same as CC 1808, p. 383, Art. 55, subd. 1, above; but no punctuation after "travail."

2. Celui des voituriers, tant par terre que par eau, qui se chargent du transport des personnes ou des marchandises;

Subd. 3 same as CC 1808, p. 383, Art. 55, subd. 3, above; but no punctuation after "devis."

Section 1—OF THE HIRING OF SERVANTS AND LABORERS

ART. 2746. A man can only hire out his services for a certain limited time, or for the performance of a certain enterprise.

RCC—11, 40, 164, 167, 168, 709, 1765, 1926, 1954 *et seq.*, 2675, 2684, 2745, 2747 *et seq.*, 2985 *et seq.*, 3003, 3538. Acts 1908, No. 301 (as am. by 1912, No. 61; 1914, No. 133; 1926, No. 176; 1926, No. 238; 1932, No. 167).

RCC 1870, Art. 2746.

Same as above.

CC 1825, Art. 2717.*

Same as above.

(No reference in *Projet*)

On ne peut engager ses services qu'à temps, ou pour une entreprise déterminée.

CC 1808, p. 382, Art. 56.

Same as above; but no punctuation after "time."

-p. 383, Art. 56.

Same as above.

CN 1804, Art. 1780.

Same as above.

Same as above.

*Official edition reads "Art. 2617."

ART. 2747. A man is at liberty to dismiss a hired servant attached to his person or family, without assigning any reason for so doing. The servant is also free to depart without assigning any cause.

RCC—164, 1926 *et seq.*, 2746, 2748 *et seq.*, 3206.

RCC 1870, Art. 2747.

Same as above.

CC 1825, Art. 2718.

Same as above.

(No reference in *Projet*)

Les domestiques attachés à la personne du maître, ou au service des maisons, peuvent être renvoyés en tout temps sans expression de cause, et peuvent de même quitter leur [leurs] maîtres.

CC 1808, p. 382, Art. 57.

Same as above.

-p. 383, Art. 57.

Same as above; but "leur" correctly spelled "leurs."

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 112.

Same as CC 1808, p. 382, Art. 57, above.

Same as CC 1808, p. 383, Art. 57, above.

ART. 2748. Laborers, who hire themselves out to serve on plantations or to work in manufactures, have not the right of leaving the person who has hired them, nor can they be sent away by the proprietor, until the time has expired during which they had agreed to serve, unless good and just causes can be assigned.

RCC—2746, 2747, 2749, 2750.

RCC 1870, Art. 2748.

Same as above.

CC 1825, Art. 2719.

(No reference in Projet)

Same as above; but comma (,) after "plantations."

Les personnes qui ont loué leur [leurs] services sur les habitations, ou dans des manufactures, pour y être employées aux travaux qui s'y font, ne peuvent, ni quitter le propriétaire auquel elles sont louées, ni être renvoyées par lui avant le temps convenu, que pour cause grave.

CC 1808, p. 382, Art. 58.

Same as above; but no punctuation after "Labourers", or after "plantations."

-p. 383, Art. 58.

Les personnes qui ont loué leurs services sur les habitations, ou dans toutes autres manufactures pour y être employées aux travaux qui s'y font, ne peuvent, ni quitter le propriétaire auquel ils [elles] se sont loués [louées], ni être renvoyées par eux [lui] avant le tems convenu, que pour cause grave.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 113.

Servants attached to farming, yard maids, artisans have not the right of leaving their master, nor can they be sent away by them until the time has expired during which they had agreed to serve, unless good and just causes can be assigned.

Les domestiques attachés à la culture, les servantes de cour, les ouvriers artistes, ne peuvent ni quitter leurs maîtres, ni être renvoyés par eux, avant le temps convenu, que pour cause grave.

ART. 2749. If, without any serious ground of complaint, a man should send away a laborer whose services he has hired for a certain time,* before that time has expired, he shall be bound to pay to such laborer the whole of the salaries which he would have been entitled to receive, had the full term of his services arrived.

RCC—170, 1926 *et seq.*, 2046, 2748, 2750. Acts 1914, No. 62, §1; 1914, No. 170.

RCC 1870, Art. 2749.

Same as above.

CC 1825, Art. 2720.

(No reference in Projet)

Same as above.

Si, hors le cas de cause grave, le propriétaire renvoie la personne qui lui a loué ses services, ainsi qu'il est marqué en l'article précédent,* avant l'expiration du temps convenu, il doit lui payer le salaire de tout le temps pour lequel il l'avait loué.

CC 1808, p. 382, Art. 59.

If, without any just ground of complaint, a man should send away a labourer whose services he has hired for a certain time,* before that time has expired, he shall be bound to pay to said labourer, the whole of the salaries which he would have been entitled to receive, had the full term of his services arrived, whether said labourer was hired by the month or by the year.**

-p. 383, Art. 59.

Si hors le cas de cause grave, le propriétaire renvoie la personne qui lui a loué ses services, ainsi qu'il est marqué en l'article précédent,* avant l'expiration du tems convenu, il doit lui payer le salaire de l'année ou du tems pour lequel il l'avait loué.**

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 114.

If, without any just ground of complaint, a master should send away a servant or laborer before the time agreed on, he shall be bound to pay said servant or laborer the whole of the salary of the year, or period for which he had been hired, deducting the wages which the servant or laborer is likely to earn elsewhere, during that part of the time which has not expired.

Si, hors le cas de cause grave, le maître renvoie son domestique ou son ouvrier avant le temps convenu, il doit lui payer le salaire entier de l'année, ou du temps pour lequel il l'avait loué, déduction faite de la somme que le domestique ou l'ouvrier pourra vraisemblablement gagner ailleurs, pendant le temps qui reste à courir.

*English translation of French text incomplete; should include "as said in the foregoing article."

**Note error in English translation of French text; "the whole of the salaries which he would have been entitled to receive, had the full term of his services arrived, whether said labourer was hired by the month or by the year" should be "the salary for the year or period for which he had been hired."

ART. 2750. But if, on the other hand, a laborer, after having hired out his services, should leave his employer before the time of his engagement has expired, without having any just cause of complaint against his employer, the laborer shall then forfeit all the wages that may be due to him, and shall moreover be compelled to repay all the money he has received, either as due for his wages, or in advance thereof* on the running year or on the time of his engagement.

RCC—170, 1926 *et seq.*, 2746 *et seq.* Acts 1906, No. 54, §2; 1914, No. 62; 1914, No. 170.

RCC 1870, Art. 2750.

Same as above.

CC 1825, Art. 2721. (No reference in *Projet*)

Same as above; but comma (,) after "leave his employer."

Si c'est au contraire la personne qui a ainsi engagé ses services, qui quitte le propriétaire sans cause légitime, elle perdra le salaire pour le temps qui s'est écoulé jusqu'alors sur son engagement, et sera obligée de restituer au propriétaire ce qu'elle aura reçu de lui d'avance* sur l'année courante, ou sur le temps de l'engagement.

CC 1808, p. 382, Art. 60.

But if, on the other hand, a labourer, after having hired out his services, should leave his employer, before the time of his engagement has expired, without having any just cause of complaint against said employer, the labourer shall then forfeit all the wages that may be due to him and shall moreover be compelled to repay all the money he may have received either as due for his wages or in advance thereof* on the running year or on the time of his engagement.

-p. 383, Art. 60.

Si c'est au contraire la personne qui a engagé ainsi ses services, qui quitte le propriétaire, sans cause légitime, il perdra le salaire pour le tems qui s'est écoulé jusqu'alors sur son engagement, ou sera obligé de restituer au propriétaire ce qu'il aura reçu de lui d'avance* sur l'année courante, ou sur le tems de l'engagement.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 115.

If the servant or laborer should leave without having any just cause of com-

Si c'est le domestique ou l'ouvrier qui quitte sans cause légitime, il doit être

plaint against his employer, he shall be bound to pay the employer an indemnity which is based on the extra cost to the employer of obtaining another to perform the same services.

condamné, envers le maître, à une indemnité qui est fixée sur ce qu'il en coûte de plus au maître pour obtenir d'un autre les mêmes services.

*Note error in English translation of French text; "either as due for his wages, or in advance thereof" should be "in advance."

Section 2—OF CARRIERS AND WATERMEN

ART. 2751. Carriers and watermen are subject, with respect to the safe keeping and preservation of the things intrusted to them, to the same obligations and duties which are imposed on tavern keepers in the title: *Of Deposit and Sequestration*.

RCC—1908, 2675, 2745, 2752 *et seq.*, 2965 *et seq.*, 2985 *et seq.* Acts 1908, No. 29.

RCC 1870, Art. 2751.

Same as above.

CC 1825, Art. 2722.

(No reference in *Projet*)

Same as above; but comma (,) after "duties"; no punctuation after "title."

Les voituriers par terre et par eau sont assujettis, pour la garde et conservation des choses qui leur sont confiées, aux mêmes obligations que les aubergistes, dont il est parlé au titre *du dépôt et du séquestre*.

CC 1808, p. 384, Art. 61.

Same as above; but no punctuation after "duties."

-p. 385, Art. 61.

Same as above.

CN 1804, Art. 1782.

Same as above.

Les voituriers par terre et par eau sont assujettis, pour la garde et la conservation des choses qui leur sont confiées, aux mêmes obligations que les aubergistes, dont il est parlé au titre *du Dépôt et du Séquestre*.

ART. 2752. They are answerable, not only for what they have actually received in their vessel or vehicle, but also for what has been delivered to them at the port or place of deposit, to be placed in the vessel or carriage.

RCC—2317, 2320, 2745, 2751, 2754, 2965 *et seq.* Acts 1908, No. 29.

RCC 1870, Art. 2752.

Same as above.

CC 1825, Art. 2723.

(*Projet*, p. 325. Addition adopted; no comment)

Same as above.

Ils répondent, non seulement de ce qu'ils ont déjà reçu dans leur bâtiment ou voiture, mais encore de ce qui leur a été remis sur le port, ou dans l'entrepôt, pour être placé dans leur bâtiment ou voiture.

CC 1808. No corresponding article.

CN 1804, Art. 1783.

Same as CC 1825, Art. 2723, above.

Same as CC 1825, Art. 2723, above;
but no punctuation after "répondent",
or after "port."

ART. 2753. The price of a passage agreed to be paid by a woman [woman], for going by sea from one country to another, shall not be increased in case the woman has a child during the voyage, whether her pregnancy was known or not by the master of the ship.

RCC 1870, Art. 2753.

(Same as Art. 2753 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2724.

(No reference in Projet)

The price of a passage agreed for to be paid by a woman, for going by sea from one country to another, shall not be increased, in case the woman has a child during the voyage, whether her pregnancy was known or not by the master of the ship.

Le prix du passage, par mer, d'une femme d'un pays à un autre, n'augmente pas, quoiqu'elle accouche dans la traversée, soit que le maître sût ou ignorât qu'elle fût enceinte.

CC 1808, p. 384, Art. 62.

The price of a passage agreed for [to] be paid by a woman, for going by sea from one country to another, shall not be increased, in case the woman has a child during the voyage, whether her pregnancy was known or not by the master of the ship.

-p. 385, Art. 62.

Same as above; but comma (,) after "femme", after "sût", and after "ignorât."

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 121.

Same as CC 1825, Art. 2724, above.

Le prix du passage par mer, d'une femme, d'un pays à un autre, n'augmente pas, quoiqu'elle accouche dans la traversée, soit que le maître sût ou ignorât qu'elle était enceinte.

ART. 2754. Carriers and waterman [watermen] are liable for the loss or damage of the things intrusted to their care, unless they can prove that such loss or damage has been occasioned by accidental and uncontrollable events.

RCC—1933, 2120, 2219, 2220, 2232, 2316, 2317, 2320, 2697, 2751, 2752, 2939. Acts 1894, No. 133; 1906, No. 36; 1908, No. 29; 1912, No. 94; 1914, No. 80; 1914, No. 223.

RCC 1870, Art. 2754.

(Same as Art. 2754 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2725.

(No reference in Projet)

Carriers and watermen may be liable for the loss or damage of the things intrusted to their care, unless they can prove that such loss or damage has been occasioned by accidental and uncontrollable events.

Les voituriers sont responsables en outre de la perte et des avaries des choses qui leur sont confiées, à moins qu'ils ne prouvent qu'elles ont été perdues ou avariées par cas fortuit ou force majeure.

CC 1808, p. 384, Art. 63.

Carriers and watermen may be liable to the loss for [or] damage of the things entrusted to their care unless they can

-p. 385, Art. 63.

Same as above; but comma (,) after "responsables", after "outre", after "prouvent", and after "fortuit."

prove that such loss or damage has been occasioned by accidental and uncontrollable events.

CN 1804, Art. 1784.

They are liable for the loss or damage of the things intrusted to their care, unless they can prove that such loss or damage has been occasioned by accidental and uncontrollable events.

Ils sont responsables de la perte et des avaries des choses qui leur sont confiées, à moins qu'ils ne prouvent qu'elles ont été perdues et avariées par cas fortuit ou force majeure.

ART. 2755. The masters of ships and other vessels, and their crews, have a privilege on the ship, for the wages due to them on the last voyage.

RCC—3186, 3191, 3217, 3237 *et seq.*

RCC 1870, Art. 2755.

Same as above.

CC 1825, Art. 2726.

Same as above.

(Projet, p. 325. Addition adopted; no comment)

Les maîtres de navires et autres embarcations, et les gens de leur équipage, ont un privilège sur le navire pour le paiement des gages qui leur sont dus pour le dernier voyage.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

**Section 3—OF CONSTRUCTING BUILDINGS ACCORDING TO PLOTS,
AND OTHER WORKS BY THE JOB, AND OF
FURNISHING MATERIALS**

ART. 2756. To build by a plot, or to work by the job, is to undertake a building or a work for a certain stipulated price.

RCC—2675, 2745, 2771. Acts 1926, No. 298.

RCC 1870, Art. 2756.

Same as above.

CC 1825, Art. 2727.

Same as above.

(No reference in Projet)

On appelle *devis, marché* ou *prix fait*, l'entreprise d'un ouvrage moyennant un prix déterminé.

CC 1808, p. 384, Art. 65.

Same as above; but no punctuation after "plot."

-p. 385, Art. 65.

Same as above; but comma (,) after "ouvrage."

CN 1804, Art. 1711, par. 6.

To build by a plot, or to work by the job, and to undertake a building or a work for a certain stipulated price, are also leases, when the material is furnished by him for whom the work is done.

Les *devis, marché* ou *prix fait*, pour l'entreprise d'un ouvrage moyennant un prix déterminé, sont aussi un louage, lorsque la matière est fournie par celui pour qui l'ouvrage se fait.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 4, par. 6.

Same as CC 1808, p. 384, Art. 65, above.

Devis, marché ou *prix fait*, l'entreprise d'un ouvrage moyennant un prix déterminé.

ART. 2757. A person, who undertakes to make a work, may agree, either to furnish his work and industry alone, or to furnish also the materials necessary for such a work.

RCC—2745, 2758 *et seq.*

RCC 1870, Art. 2757.

Same as above.

CC 1825, Art. 2728.

Same as above.

(No reference in Projet)

Lorsqu'on charge quelqu'un de faire un ouvrage, on peut convenir qu'il fournira seulement son travail ou son industrie, ou bien qu'il fournira aussi la matière.

CC 1808, p. 384, Art. 66.

Same as above; but no punctuation after "person", or after "agree."

-p. 385, Art. 66.

Same as above.

CN 1804, Art. 1787.

Same as above.

Same as above.

ART. 2758. When the undertaker furnishes the materials for the work, if the work be destroyed, in whatever manner it may happen, previous to its being delivered to the owner, the loss shall be sustained by the undertaker, unless the proprietor be in default for not receiving it, though duly notified to do so.*

RCC—1907 *et seq.*, 1911, 1912, 1918, 1933, 2044, 2120, 2219, 2220, 2469, 2477 *et seq.*, 2757, 2759, 2760.

RCC 1870, Art. 2758.

Same as above.

CC 1825, Art. 2729.

Same as above.

(No reference in Projet)

Si, dans le cas où l'ouvrier fournit la matière, la chose vient à périr, de quelque manière que ce soit, avant d'être livrée, la perte en est pour l'ouvrier, excepté que le maître ne fût en demeure de recevoir la chose.*

CC 1808, p. 384, Art. 67.

When the undertaker furnishes the materials for the work, if said work be destroyed in whatever manner it may happen, previous to its being delivered to the owner, the loss shall be sustained by the undertaker, unless the said proprietor be in default for not receiving it, though duly notified to do so.*

-p. 385, Art. 67.

Same as above.

CN 1804, Art. 1788.

When the undertaker furnishes the materials for the work, if the work be destroyed, in whatever manner it may happen, previous to its being delivered to the owner, the loss shall be sustained by the undertaker, unless the proprietor be in default for not receiving it.

Si, dans le cas où l'ouvrier fournit la matière, la chose vient à périr, de quelque manière que ce soit, avant d'être livrée, la perte en est pour l'ouvrier, à moins que le maître ne fût en demeure de recevoir la chose.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 124.

Same as above.

Same as CC 1808, p. 385, Art. 67, above; but no punctuation after "périr", or after "soit."

*"Though duly notified to do so" has no counterpart in French text.

ART. 2759. When the undertaker only furnishes his work and industry, should the thing be destroyed, the undertaker is only liable in case the loss has been occasioned by his fault.

RCC—2219, 2316, 2758, 2760.

RCC 1870, Art. 2759.

Same as above.

CC 1825, Art. 2730. (No reference in Projet)

Same as above; but comma (,) after "liable."

Dans le cas où l'ouvrier fournit seulement son travail ou son industrie, si la chose vient à périr, l'ouvrier n'est tenu que de sa faute.

CC 1808, p. 384, Art. 68.

Same as above.

-p. 385, Art. 68.

Same as above; but comma (,) after "cas", and after "tenu."

CN 1804, Art. 1789.

Same as above.

Same as above; but no punctuation after "cas", or after "tenu."

ART. 2760. In the case mentioned in the preceding article, if the thing be destroyed by accident, and not owing to any fault of the undertaker, before the same be delivered, and without the owner be [being] in default for not receiving it, the undertaker shall not be entitled to his salaries, unless the destruction be owing to the badness of the materials used in the building.

RCC—1911, 1912, 1918, 2219, 2758, 2759, 2762.

RCC 1870, Art. 2760.

Same as above.

(Same as Art. 2760 of Proposed Revision of 1869)

CC 1825, Art. 2731.

(No reference in Projet)

In the case mentioned in the preceding article, if the thing be destroyed by accident and not owing to any fault of the undertaker, before the same be delivered, and the owner be* in default for not receiving it, the undertaker shall not be entitled to his salaries, unless the destruction be owing to the badness of the materials used in the building.

Si, dans le cas de l'article précédent, la chose vient à périr, quoique sans aucune faute de la part de l'ouvrier, avant que l'ouvrage ait été reçu, et sans que le maître fût* en demeure de le vérifier, l'ouvrier n'a point de salaire à réclamer, excepté que la chose n'ait péri par le vice de la matière.

CC 1808, p. 384, Art. 69.

In the case mentioned in the preceding article, if the thing mentioned is destroyed by accident and not owing to any fault of the undertaker, before the same be delivered and the owner be* in default for not receiving it, the undertaker shall not be entitled to his salaries, unless the destruction be owing to the badness of the materials used in the building.

-p. 385, Art. 69.

Same as above.

CN 1804, Art. 1790.

In the case mentioned in the preceding article, if the thing be destroyed by accident, and not owing to any fault of the undertaker, before the same be delivered, and without the owner being in default for not receiving it, the undertaker shall not be entitled to his salaries, unless the destruction be owing to the badness of the materials used in the building.

Si, dans le cas de l'article précédent, la chose vient à périr, quoique sans aucune faute de la part de l'ouvrier, avant que l'ouvrage ait été reçu, et sans que le maître fût en demeure de le vérifier, l'ouvrier n'a point de salaire à réclamer, à moins que la chose n'ait péri par le vice de la matière.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 126.

Same as above.

Same as CC 1808, p. 385, Art. 69, above; but no punctuation after "périr"; semicolon (;) after "réclamer."

*Note error in English translation of French text; "the owner be" should be "without the owner being."

ART. 2761. If the work be composed of detached pieces, or made at the rate of so much a measure, the parts may be delivered separately; and that delivery shall be presumed to have taken place, if the proprietor has paid to the undertaker the price due for the parts of the work which have already been completed.

RCC—2285, 2287.

RCC 1870, Art. 2761.

(Same as Art. 2761 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2732.

(No reference in Projet)

If the work be composed of detached pieces, or made at the rate of so much a measure, it may be delivered separately, and that delivery shall be presumed to have taken place, if the proprietor has paid to the undertaker the price due for the parts of the work which have already been completed.

S'il s'agit d'un ouvrage à plusieurs pièces, ou à la mesure, la livraison peut s'en faire par parties; et elle est censée faite, si le maître a payé l'ouvrier à proportion de l'ouvrage fait.

CC 1808, p. 384, Art. 70.

If the work is composed of detached pieces or made at the rate of so much a measure, it may be delivered separately and that delivery shall be presumed to have taken place, if the proprietor has paid to the undertaker, the price due for the parts of the work which have already been completed.

-p. 385, Art. 70.

S'il s'agit d'un ouvrage à plusieurs pièces, ou à la mesure, la vérification peut s'en faire par parties; et elle est censée faite, si le maître paye l'ouvrier, à proportion de l'ouvrage fait.

CN 1804, Art. 1791.

If the work is composed of detached pieces or made at the rate of so much a measure, it may be delivered separately; that delivery shall be presumed to have taken place for the parts paid for, if the proprietor has paid to the undertaker the price due for the parts of the work which have already been completed.

S'il s'agit d'un ouvrage à plusieurs pièces; ou à la mesure, la vérification peut s'en faire par parties; elle est censée faite pour toutes les parties payées, si le maître paye l'ouvrier en proportion de l'ouvrage fait.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 127.

Same as CC 1808, p. 384, Art. 70, above.

Same as CC 1808, p. 385, Art. 70, above; but "tr" spelled "la"; "maïlea" spelled "maître"; no punctuation after "l'ouvrier."

ART. 2762. If a building, which an architect or other workman has undertaken to make by the job, should fall to ruin either in whole or in part, on account of the badness of the workmanship, the architect or undertaker shall bear the loss if the building falls to ruin in the course of ten years, if it be a stone or brick building, and of five years if it be built in wood or with frames filled with bricks.

RCC—2046, 2219, 2220, 2316, 2760, 2772, 3545.

RCC 1870, Art. 2762.

Same as above.

CC 1825, Art. 2733.

(No reference in Projet)

Same as above; but comma (,) after "loss."

Si l'édifice, construit à prix fait, péricule, en tout ou en partie, par le vice de la construction, l'architecte ou entrepreneur en est responsable pendant dix ans pour les maisons en briques, et pendant cinq ans pour les maisons en bois ou colombage.

CC 1808, p. 384, Art. 71.

If a building which an architect or other workman has undertaken to make by the job, should fall to ruin either in whole or in part, on account of the badness of the workmanship, the said architect or undertaker shall bear the loss, if the building falls to ruin in the course of ten years, if it be a stone or brick building and of five years if it be built in wood or with frames filled with bricks.

-p. 385, Art. 71.

Same as above; but comma (,) after "Si", after "architecte", after "entrepreneur", after "dix ans", and after "cinq ans"; no punctuation after "édifice."

CN 1804, Art. 1792.

If a building, which an architect or other workman has undertaken to make by the job, should fall to ruin either in whole or in part, on account of the badness of the workmanship, or even because of badness of the soil, the architect and undertaker shall bear the loss, if the building falls to ruin in the course of ten years.

Si l'édifice construit à prix fait, péricule en tout ou en partie par le vice de la construction, même par le vice du sol, les architecte et entrepreneur en sont responsables pendant dix ans.

ART. 2763. When an architect or other workman has undertaken the building of a house by the job, according to a plot agreed on between him and the owner of the ground, he can not claim an increase of the price agreed on, on the plea of the original plot having been changed and extended, unless he can prove that such changes* have been made in compliance with the wishes of the owner.

RCC—1836 *et seq.*, 1901, 2764, 3037, 3272.

RCC 1870, Art. 2763.

(Same as Art. 2763 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2734.

(No reference in Projet)

When an architect or other workman has undertaken the building of a house by the job, according to a plot agreed on between him and the proprietor of the ground, he cannot claim an increase of the price agreed on, on the plea of the original plot having been changed

Lorsqu'un architecte ou un entrepreneur s'est chargé de la construction d'un bâtiment, d'après un plan arrêté et convenu avec le propriétaire du sol, il ne peut demander une augmentation de prix, sous prétexte de changemens ou d'augmentations faits, s'il ne prouve que

and extended, unless he can prove that such changes* have been made in compliance with the wishes of the proprietor.

CC 1808, p. 386, Art. 72.

When an architect or other workman has undertaken the building of a house by the job, according to a plat agreed on between said architect and the proprietor of the ground, he cannot claim an increase of the price agreed on, on the plea of the original plat having been changed and extended, unless he can prove that such changes* have been made in compliance with the wishes of the proprietor.

CN 1804, Art. 1793.

When an architect or other workman has undertaken the building of a house by the job, according to a plot agreed upon between him and the owner of the ground, he cannot claim an increase of the price agreed on, either on the plea of an increase in wages of manual labor or of the price of materials, or on that of the original plot having been changed or extended, unless the changes or extensions have been authorized in writing, and the price agreed on with the owner.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 129.

When an architect or other workman has undertaken the building of a house by the job, according to a plot agreed upon between him and the owner of the ground, he cannot claim an increase of the price agreed on, on the plea of the original plot having been changed or extended, unless the changes or extensions have been authorized in writing, and the price agreed on with the owner.

ces changemens ou augmentations* ont été autorisés par le propriétaire.

-p. 387, Art. 72.

Lorsqu'un architecte, ou entrepreneur, s'est chargé de la construction, à forfait, d'un bâtiment, d'après un plan arrêté, et convenu avec le propriétaire du sol, il ne peut demander une augmentation de prix, sous prétexte de changemens ou d'augmentations faits, s'il ne prouve que ces changemens, ou augmentations,* ont été autorisés par le propriétaire.

Lorsqu'un architecte ou un entrepreneur s'est chargé de la construction à forfait d'un bâtiment, d'après un plan arrêté et convenu avec le propriétaire du sol, il ne peut demander aucune augmentation de prix, ni sous le prétexte d'augmentation de la main-d'œuvre ou des matériaux, ni sous celui de changemens ou d'augmentations faits sur ce plan, si ces changemens ou augmentations n'ont pas été autorisés par écrit, et le prix convenu avec le propriétaire.

Lorsqu'un architecte ou un entrepreneur s'est chargé de la construction à forfait d'un bâtiment, d'après un plan arrêté et convenu avec le propriétaire du sol, il ne peut demander aucune augmentation de prix, sous prétexte de changemens ou d'augmentations faits sur ce plan, si ces changemens ou augmentations n'ont pas été autorisés par écrit, et le prix convenu avec le propriétaire.

*English translation of French text incomplete; should include "or extensions."

ART. 2764. An exception is made to the above provision, in a case where the alteration or increase is so great, that it can not be supposed to have been made without the knowledge of the owner, and also where the alteration or increase was necessary and has not been foreseen.

RCC—1816, 2763.

RCC 1870, Art. 2764.

Same as above.

CC 1825, Art. 2735.

(Projet, p. 325. Addition ‡ adopted; no comment)

Same as above; but comma (,) after "necessary."

Il faut excepter de la disposition précédente, le cas où le changement ou augmentation est assez considérable pour qu'on ne puisse supposer que le propriétaire n'en a pas eu connaissance, et le cas où le changement ou augmentation était nécessaire et avait été prévu.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2765. The proprietor has a right to cancel at pleasure the bargain he has made, even in case the work has already been commenced, by paying the undertaker for the expense and labor already incurred, and such damages as the nature of the case may require.

RCC—596 *et seq.*, 1837, 1901, 1934, 1965, 2315, 2766, 2769.

RCC 1870, Art. 2765.

Same as above.

CC 1825, Art. 2736.

(Projet, p. 325. Amendment adopted; no comment)

Same as above.

Le maître peut résilier par sa seule volonté le marché à forfait, quoique l'ouvrage soit déjà commencé, en payant à l'entrepreneur les dépenses et travaux déjà faits, et tels dommages que la nature du cas pourra requérir.

CC 1808, p. 386, Art. 73.

The proprietor has the right to cancel at pleasure the bargain he has made, even in case the work has already been commenced, by compensating the undertaker for all the trouble and expences he has been at, as well as for the profits he would have made, had the work been suffered to proceed.

-p. 387, Art. 73.

Le maître peut résilier, par sa seule volonté, le marché à forfait, quoique l'ouvrage soit déjà commencé, en dédommageant l'entrepreneur, de toutes ses dépenses, de tous ses travaux et de tout ce qu'il aurait pu gagner dans cette entreprise.

CN 1804, Art. 1794.

Same as above.

Same as above; but no punctuation after "entrepreneur"; comma (,) after "travaux."

ART. 2766. Contracts for hiring out work are canceled by the death of the workman, architect or undertaker, unless the proprietor should consent that the work should be continued by the heir or heirs of the architect, or by workmen employed for that purpose by the heirs.

RCC—1763, 1810, 1999, 2000, 2007, 2136, 2731, 2765, 2767, 3027, 3034.

RCC 1870, Art. 2766.

Same as above.

CC 1825, Art. 2737.

(No reference in Projet)

Same as above.

Le contrat de louage d'ouvrage est dissous par la mort de l'ouvrier, architecte ou entrepreneur, à moins que le propriétaire ne consente d'accepter, pour la continuation de l'ouvrage, l'héritier de l'entrepreneur, ou l'ouvrier que cet héritier lui présente.

CC 1808, p. 386, Art. 74.

Contracts for hiring out work, are cancelled by the death of the workman, architect or undertaker, unless the proprietor should consent that the work should be continued by the heir or heirs of the architect, or by workmen employed for that purpose, by said heir or heirs.

-p. 387, Art. 74.

Same as above; but comma (,) after "dissous."

CN 1804, Art. 1795.

Contracts for hiring out work are cancelled by the death of the workman, architect or undertaker.

Le contrat de louage d'ouvrage est dissous par la mort de l'ouvrier, de l'architecte ou entrepreneur.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 131.

Contracts for hiring out work are cancelled by the death of the workman; unless the proprietor should consent that the work should be continued by the heir or heirs of the architect, or by workmen employed for that purpose by the heirs.

Le contrat de louage d'ouvrage est dissous par la mort de l'ouvrier; à moins que le propriétaire ne consente d'accepter, pour la continuation de l'ouvrage, l'héritier de l'entrepreneur, ou l'ouvrier que cet héritier lui présente.

ART. 2767. The proprietor is only bound, in the former case, to pay to the heirs of the undertaker the value of the work that has already been done and that of the materials already prepared, proportionably to the price agreed on, in case such work and materials may be useful to him.

RCC—507, 508, 940, 1965, 2000, 2766, 3022.

RCC 1870, Art. 2767.

Same as above.

CC 1825, Art. 2738.

(No reference in *Projet*)

Same as above; but comma (,) after "undertaker", and after "done."

Mais le propriétaire est tenu, dans le premier cas, de payer, en proportion du prix porté par la convention, aux héritiers de l'entrepreneur la valeur des ouvrages faits et celle des matériaux préparés, lors seulement que ces matériaux, ou ces travaux peuvent lui être utiles.

CC 1808, p. 386, Art. 75.

The proprietor is only bound, in the former case, to pay to the heirs of said undertaker, the value of the work that has already been done and that of the materials already prepared, proportionably to the price agreed on, in case said work and materials may be useful to him.

-p. 387, Art. 75.

Mais le propriétaire est tenu, dans le premier cas, de payer, en proportion du prix porté par la convention, à leur succession, la valeur des ouvrages faits, et celle des matériaux préparés, lors seulement que ces travaux, ou ces matériaux peuvent lui être utiles.

CN 1804, Art. 1796.

The proprietor is only bound to pay to the heirs of said undertaker, the value of the work that has already been done and that of the materials already prepared, proportionably to the price agreed on, in case said work and materials may be useful to him.

Mais le propriétaire est tenu de payer en proportion du prix porté par la convention, à leur succession, la valeur des ouvrages faits et celle des matériaux préparés, lors seulement que ces travaux ou ces matériaux peuvent lui être utiles.

ART. 2768. The undertaker is responsible for the acts of the persons employed by him.

RCC—2317, 2318, 2320, 3007 *et seq.*

RCC 1870, Art. 2768.

(Same as Art. 2768 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2739.

(No reference in *Projet*)

The undertaker is responsible for the deeds of the persons employed by him.

L'entrepreneur répond du fait des personnes qu'il emploie.

CC 1808, p. 386, Art. 76.

Same as above.

-p. 387, Art. 76.

Same as above.

CN 1804, Art. 1797.

Same as above.

Same as above.

ART. 2769. If an undertaker fails to do the work he has contracted to do, or if he does not execute it in the manner and at the time he has agreed to do it, he shall be liable in damages for the losses that may ensue from his non-compliance with his contract.

RCC—1926 *et seq.*, 1930 *et seq.*, 2765.

RCC 1870, Art. 2769. (Same as Art. 2769 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2740. (No reference in *Projet*)

If an undertaker fails to do the work he has contracted for, or if he does not execute it in the manner and at the time he has agreed to do it, he shall be liable in damages for the losses that may ensue from his non-compliance with this contract.

Si l'ouvrier ne fait pas l'ouvrage convenu, ou s'il ne le fait pas tel, et dans le temps qu'il l'a promis, il est condamné à tous les dommages-intérêts qui peuvent résulter de l'inexécution de son obligation.

CC 1808, p. 386, Art. 77.

If an undertaker fails to do the work he has contracted for, or if he does not execute it in the manner and at the time he has agreed to do it, he shall be liable to pay all the losses that may ensue from his non compliance with this contract.

-p. 387, Art. 77.

Same as above.

CN 1804. No corresponding article.

Projet du Gouvernement (1800), Book III, Title XIII, Art. 133.

Same as CC 1808, p. 386, Art. 77, above.

Si l'ouvrier ne fait pas l'ouvrage convenu, ou s'il ne le fait pas tel et dans le temps qu'il l'a promis, il est condamné à tous les dommages et intérêts qui peuvent résulter de l'inexécution de son obligation.

ART. 2770. Masons, carpenters and other workmen, who have been employed in the construction of a building or other works, undertaken by the job, have their action against the proprietor of the house on which they have worked, only for the sum which may be due by him to the undertaker at the time their action is commenced.

RCC—1968, 2771 *et seq.*, 3249, 3272.

RCC 1870, Art. 2770.

Same as above.

CC 1825, Art. 2741. (No reference in *Projet*)

Same as above.

Les maçons, charpentiers et autres ouvriers, qui ont été employés à la construction d'un bâtiment, ou d'autres ouvrages faits à l'entreprise, n'ont d'action contre celui pour lequel les ouvrages ont été faits, que jusqu'à concurrence de ce dont il se trouve débiteur envers l'entrepreneur, au moment où leur action est intentée.

CC 1808, p. 386, Art. 78.

The masons, carpenters and other workmen who have been employed in the construction of a building or other works undertaken by the job, have their

-p. 387, Art. 78.

Same as above.

action against the proprietor of the house on which they have worked, only for the sum which may be due by him to the undertaker at the time their action is commenced.

CN 1804, Art. 1798.

Same as above.

Same as above; but no punctuation after "ouvriers", or after "bâtiment."

ART. 2771. Masons, carpenters, blacksmiths* and all other artificers, who undertake work by the job, are bound by the provisions contained in the present section, for they may be considered as undertakers each in his particular line of business.

RCC—1968, 2756 *et seq.*, 2770, 2772 *et seq.*

RCC 1870, Art. 2771.

Same as above.

CC 1825, Art. 2742.

Same as above.

(No reference in *Projet*)

Les maçons, charpentiers, serruriers [serruriers]* et autres ouvriers qui font directement des marchés à prix faits, sont astreints aux règles prescrites dans la présente section, car ils sont entrepreneurs dans la partie qu'ils traitent.

CC 1808, p. 386, Art. 79.

Same as above; but no punctuation after "artificers."

-p. 387, Art. 79.

Les maçons, charpentiers et serruriers,* et autres ouvriers qui font directement des marchés à prix fait, sont astreints aux règles prescrites dans la présente section: car ils sont entrepreneurs dans la partie qu'ils traitent.

CN 1804, Art. 1799.

Masons, carpenters, locksmiths and all other artificers, who undertake work by the job, are bound by the provisions contained in the present section, for they may be considered as undertakers each in his particular line of business.

Les maçons, charpentiers, serruriers, et autres ouvriers qui font directement des marchés à prix fait, sont astreints aux règles prescrites dans la présente section: ils sont entrepreneurs dans la partie qu'ils traitent.

*Note error in English translation of French text; "blacksmiths" should be "locksmiths."

ART. 2772. The undertaker has a privilege, for the payment of his labor, on the building or other work, which he may have constructed.

Workmen employed immediately by the owner, in the construction or repair of any building, have the same privilege.

Every mechanic, workman or other person doing or performing any work towards the erection, construction or finishing of any building erected under a contract between the owner and builder or other person, (whether such work shall be performed as journeyman, laborer, cartman, subcontractor or otherwise,) whose demand for work and labor done and performed towards the erection of such

building has not been paid and satisfied, may deliver to the owner of such building an attested account of the amount and value of the work and labor thus performed and remaining unpaid; and thereupon, such owner shall retain out of his subsequent payments to the contractor the amount of such work and labor, for the benefit of the person so performing the same.

Whenever any account of labor performed on a building erected under a contract as aforesaid, shall be placed in the hands of the owner or his authorized agent, it shall be his duty to furnish his contractor with a copy of such papers, in order that if there be any disagreement between such contractor and his creditor, they may, by amicable adjustment between themselves or by arbitration, ascertain the true sum due; and if the contractor shall not, within ten days after the receipt of such papers, give the owner written notice that he intends to dispute the claim, or if, in ten days after giving such notice, he shall refuse or neglect to have the matter adjusted as aforesaid, he shall be considered as assenting to the demand, and the owner shall pay the same when it becomes due.

If any such contractor shall dispute the claim of his journeyman or other person for work or labor performed as aforesaid, and if the matter can not be adjusted amicably between themselves, it shall be submitted, on the agreement of both parties, to the arbitrament of three distinterested persons, one to be chosen by each of the parties, and one by the two thus chosen; the decision, in writing, of such three persons, or any two of them, shall be final and conclusive in the case submitted.

Whenever the amount due shall be adjusted and ascertained as above provided, if the contractor shall not, within ten days after it is so adjusted and ascertained, pay the sum due to his creditor with the costs incurred, the owner shall pay the same out of the funds as provided; and the amount due may be recovered from the owner by the creditor of the contractor, and the creditor shall be entitled to the same privileges as the contractor, to whose rights the creditor shall have been subrogated, to the extent in value of any balance due by the owner to his contractor under the contract with him, at the time of the notice first given as aforesaid, or subsequently accruing to such contractor under the same, if such amount shall be less than the sum due from the contractor to his creditor.

All the foregoing provisions shall apply to the person furnishing materials of any kind to be used in the performance of any work or construction of any building, as well as the work done and performed towards such building, by any mechanic or workman; and the proceedings shall be had on the account, duly attested, of such person furnishing materials, and the same liabilities incurred by, and enforced against the contractor or owner of such building, or other person, as those provided for work or labor performed.

If, by collusion or otherwise, the owner of any building erected by contract as aforesaid, shall pay to his contractor any money in advance of the sum due on the contract, and if the amount still due the contractor after such payment has been made, shall be insufficient to satisfy the demand made for work and labor done and performed,

or materials furnished, the owner shall be liable to the amount that would have been due at the time of his receiving the account of such work, in the same manner as if no payment had been made.

RCC—596 *et seq.*, 1968, 2160, 2161, 2762, 2770, 2771, 2773 *et seq.*, 3185, 3249, 3267, 3272, 3274, 3404. Acts 1880, No. 134 (as am. by 1928, No. 172); 1888, No. 145 (as am. by 1910, No. 52, and 1912, No. 23); 1912, No. 195; 1918, No. 224 (as am. by 1926, No. 271); 1926, No. 298 (as am. by 1938, No. 323); 1934, No. 145. RS—2876 *et seq.*

RCC 1870, Art. 2772. (Same as Art. 2772 of Proposed Revision of 1869; Same as above. pars. 3-8 same as Acts 1855, No. 264, §§1-6 [RS §§2879-2884])

CC 1825, Art. 2743. (Projet, p. 325. Addition adopted; no comment)
Same as pars. 1, 2, above. L'entrepreneur a, pour le payement de ses travaux, un privilège sur le bâtiment ou autre ouvrage qu'il a construit. Les ouvriers, employés directement par le propriétaire à la construction ou réparation de quelqu'édifice, ont le même privilège.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2773. Workmen and persons furnishing materials, who have contracted with the undertaker, have no action against the owner who has paid him. If the undertaker be not paid, they may cause the moneys due him to be seized, and they are of right subrogated to his privilege.

RCC—2161, 2162, 2770, 2772, 2774, 2775, 2777, 3249, 3272, 3274. Acts 1880, No. 134 (as am. by 1928, No. 172); 1926, No. 298 (as am. by 1938, No. 323).

RCC 1870, Art. 2773.
Same as above.

CC 1825, Art. 2744. (Projet, p. 326. Addition amended and adopted; no comment)
Same as above. Les ouvriers et fournisseurs, qui ont contracté avec l'entrepreneur, n'ont point d'action contre le propriétaire, qui l'a payé. Si l'entrepreneur n'est pas payé, ils peuvent faire saisir entre les mains du propriétaire ce qui lui est dû, et ils sont subrogés de plein droit au privilège de l'entrepreneur.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2774. The payments, which the proprietor may have made in anticipation to the undertaker, are considered, with regard to workmen and to those who furnish materials, as not having been made, and do not prevent them from exercising the right granted them by the preceding article.

RCC—2772, 2773, 2775 *et seq.*

RCC 1870, Art. 2774.
Same as above.

CC 1825, Art. 2745. (Projet, p. 326. Addition † adopted; no comment)
Same as above.

Les payemens que le propriétaire aurait faits par anticipation à l'entrepreneur, sont considérés, à l'égard des ouvriers et fournisseurs, comme non faits, et ne les empêchent pas d'exercer le droit qui leur est accordé par l'article précédent.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2775. No agreement or undertaking for work exceeding five hundred dollars, which has not been reduced to writing, and registered with the recorder of mortgages, shall enjoy the privilege above granted.

RCC—2277, 2441, 2772 *et seq.*, 2776, 3249, 3272 *et seq.* Acts 1880, No. 134, §3; 1918, No. 224, §1 (as am. by 1926, No. 271, §2); 1926, No. 298, §2; 1934, No. 145, §2. Const. 1921, XIX, 19.

RCC 1870, Art. 2775.
Same as above.

CC 1825, Art. 2746. (Projet, p. 326. Addition adopted; no comment)
Same as above.

Tout devis ou marché, excédant cinq cents piastres, qui n'aura point été rédigé par écrit, et enregistré chez l'annotateur des hypothèques, ne jouira pas du privilège ci-dessus énoncé.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2776. When the agreement does not exceed five hundred dollars, it is not required to be reduced to writing, but the statement of the claim must be recorded, in the manner required by law, to preserve the privilege.

RCC—2772, 2774, 2775, 3272 *et seq.* Acts 1880, No. 134, §3; 1918, No. 224, §1 (as am. by 1926, No. 271, §2); 1926, No. 298, §2; 1934, No. 145, §2. Const. 1921, XIX, 19.

RCC 1870, Art. 2776. (Same as Art. 2776 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2747. (Projet, p. 326. Addition adopted; no comment)
For those not amounting to five hundred dollars, this formality is dispensed with; but the privilege granted to them is prescribed against after six months, reckoning from the day when the work is completed.

Les devis ou marchés, qui ne s'élèvent pas à cinq cents piastres, sont dispensés de cette formalité; mais le privilège, qui leur est accordé, se prescrit par six mois, à dater du jour où l'ouvrage est terminé.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2777. Workmen employed in the construction or repair of ships and boats, enjoy the privilege established above, without being bound to reduce their contracts to writing, whatever may be their amount, provided the statement of the claim is recorded in the manner required by law; but this privilege ceases, if they have allowed the ship or boat to depart, without exercising their right.

RCC—2772 *et seq.*, 3267, 3272.

RCC 1870, Art. 2777. (Same as Art. 2777 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2748. (Projet, p. 326. Addition adopted; no comment)
Workmen employed in the construction or repair of ships and boats, enjoy the privilege established above, without being bound to reduce their contracts to writing, whatever may be their amount; but this privilege ceases, if they have allowed the ship or boat to depart, without exercising their right.

Les ouvriers, employés à la construction et réparation des navires et bateaux, jouissent du privilège ci-dessus établi, sans être astreints à la formalité de rédiger leurs marchés par écrit, quel qu'en soit le montant; mais ce privilège s'éteint, dès qu'ils ont laissé partir le navire ou bateau, sans exercer leur action.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

TITLE X—OF RENTS AND ANNUITIES*

*See general comment by redactors, Projet, p. 326.

ART. 2778. There are two species of rent; that of land which is properly called rent, and that of money.

RCC—474, 1778, 2010, 2779 *et seq.*, 2793 *et seq.*

RCC 1870, Art. 2778.

Same as above.

CC 1825, Art. 2749. (Projet, p. 326. Addition adopted; no comment)

Same as above; but comma (,) after "land." Il y a deux espèces de contrats de rente, celui de rente foncière autrement appelé bail à rente, et celui de constitution de rente.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Chapter 1—OF RENT OF LANDS*

*See general comment by redactors, Projet, p. 326.

ART. 2779. The contract of *rent of lands* is a contract by which one of the parties conveys and cedes to the other a track [tract] of land, or any other immovable property, and stipulates that the latter shall hold it as owner, but reserving to the former an annual rent of a certain sum of money, or of a certain quantity of fruits, which the other party binds himself to pay him.

RCC—474, 1761, 1764, 1765, 1769, 1771, 1774, 2012, 2017, 2018, 2778, 2780 *et seq.*, 2793.

RCC 1870, Art. 2779. (Same as Art. 2779 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2750. (Projet, p. 326. Addition ‡ adopted; no comment)

The contract of rent for lands is a contract, by which one of the parties Le contrat de rente foncière, ou bail à rente, est un contrat par lequel une